

ANI Privacy Policy

Last update: May 23, 2018

The website you have entered is operated by or on behalf of Affinity Network, Inc. d/b/a ANI Networks (“ANI”). ANI and its affiliates are referred to in this Privacy Policy as “ANI,” “we,” or “us.” We care about protecting the personal information of our customers and visitors who use our websites, products or services (“you” or collectively, “Users”). This privacy policy provides details about how your personal information is collected, shared and used by us. To learn more about the ANI visit: <https://www.aninetworks.com>. **By visiting an ANI website or by providing us with information about yourself, you are accepting and consenting to the terms of this Privacy Policy.**

If you have any questions about this privacy policy or the practices described herein, you may contact:

ANI Customer Support
privacyoffice@aninetworks.com
250 Pilot Rd Suite 300
Las Vegas, NV 89119

INFORMATION COVERED BY THIS PRIVACY POLICY

This privacy policy covers personal information, including any information we collect, use and share from you, as described further below. This privacy policy applies to all ANI websites, our products and services, and our mobile applications, if applicable, (collectively, the “Services”). This privacy policy does not cover how our Users may use or share data that they collect using our services.

When you purchase a Service from us, your personal information will be collected, used, and shared consistent with the provisions of this privacy policy as well as the Data Processing Addendum, which is a part of this privacy policy.

INFORMATION WE COLLECT FROM YOU

In the course of your use of the Services, we obtain the following information about you as described below. We collect this data for the purposes described under “How We Use Your Information”.

SIGNING UP FOR SERVICES; USER INFORMATION

Information you provide prior to any registration process, such as your email when you provide it to us; Information that you provide during any registration process, including in connection with a co-branded offer (such as your name, company name, email address, phone number, billing address or credit card information, geographic location and industry), when you call or email us (for support or otherwise) or when you use our products or services; and Payment information that you provide to us (by way of our Services or otherwise) when you purchase some of our products and services, including credit card data.

USE OF SERVICES, WEBSITE VISITS AND SUPPORT

Data relating to your online activity on our websites with respect to our Services, including the following:

- IP address
- browser type and version
- geographic location
- pages you view
- how you got to our Services and any links you click on to leave our Services
- when you update your information, communicate with us, or order new Services
- metadata about your use and your contacts’ use of our Services and your emails you send (including clicks and opens)
- your interactions with any videos we offer
- issues you encounter requiring our support or assistance
 - any device or other method of communication you use to interact with the Services
 - store this data we collect in a variety of places within our infrastructure, including system log files, back end databases and analytics systems.
 - Your telephone conversations with us (which we may monitor or record).

SOCIAL MEDIA

Information from third party social networking sites, including information that social networking sites provide to us if you use your credentials at such social networking sites to log into some of our Services (such as your name and email address to

pre-populate our sign-up form).

The information you allow us to access varies by social networking site, and depends on the level of privacy settings you have in place at the social networking site. You can control and find out more about these privacy settings at the applicable social networking site.

OTHER SOURCES

- Information you provide to us or to our partners;
- Information you provide to us in surveys;
- Information that is publicly available; and
- Information you consent to us receiving from third parties.

HOW WE USE YOUR INFORMATION

We have a legitimate interest in running a successful and efficient business and in providing you with Services and useful content, and we use the information we collect; both on its own and combined with any other information we collect about you, for the following purposes:

- To provide the requested Services to you;
- To provide you with useful content;
- To ensure the proper functioning of our Services
- To offer and improve our Services;
- To provide you with requested information or technical support
- To facilitate your movement through our websites or your use of our Services;
- To do a better job of advertising and marketing our Services (our use of your information to do this is performed with your consent where required by applicable law);
- To advertise and market third party products and services (such advertisement is only performed with your permission where your consent is required by applicable law)
- To diagnose problems with our servers or our Services;
- In connection with our security and compliance programs;
- To administer our websites;
- To communicate with you;
- To target prospective customers with our products or services (such targeting is only performed with your permission where your consent is required by applicable law);
- To assist us in offering you a personalized experience or otherwise tailor our Services to you; and
- As otherwise described in this privacy policy.

We also use the information we receive in aggregated and anonymized formats to produce reports on trends and statistics, such as mobile search trends, email open rates by industry, campaign best practices or the number of users that have been exposed to, or clicked on, our websites or evaluated or purchased our products and services.

Payment information that you provide to us, including credit card data, will only be used to facilitate payment for our products and services.

We also use recorded telephone conversations for quality control purposes, to train our employees and for our own protection.

SHARING OF INFORMATION

As further described below, we will only share certain personal information with:

- our organization;
- our partners;
- third party service providers and vendors;
- in connection with a sale, merger, acquisition or corporate reorganization;
- authorized users within your organization; and
- for legal reasons.

SHARING WITHIN THE ANI ORGANIZATION

We share personal information with other members of the ANI organization family to allow our corporate affiliates to contact you with offers, services or products that may be of interest to you and to provide you with their products and services. Any such corporate affiliate may use your information only according to the terms of this privacy policy. If you are located in a

jurisdiction where such sharing requires your permission, we will only do so with your consent.

SHARING WITH PARTNERS

When we share personal information with certain third-party partners, including marketing and advertising partners, that information includes your name, email address and other information enabling partners to:

- assist you in using our products and services,
- contact you with offers, services or products that may be of interest to you, and
- provide you with their products or services.

If you are located in a jurisdiction where such sharing requires your permission, we will only do so with your consent. Please note that if you access our services through a tool that hides your location, such as through a virtual private network, you may not receive our request for permission because we were not able to identify you as being located in a jurisdiction where your permission is required.

Further, our partners are prohibited from using your contact information for any purpose beyond those set forth above without your consent. We will not provide our partners with your credit card information.

In the event we collect information from you in connection with an offer that is jointly presented by us and a partner, we will let you know who is collecting the information and whose privacy policy applies, as well as any options you may have regarding use of your information.

SHARING WITH THIRD PARTY SERVICE PROVIDERS AND VENDORS

Occasionally, we enter into contracts with carefully selected third parties so that they can assist us in servicing you (for example, providing you with customer service, fraud detection and deterrence or access to advertising assets and providing us with information technology and storage services) or to assist us in our own marketing and advertising activities (including providing us with analytic information and search engine optimization services). Our contracts with such third parties prohibit them from using any of your personal information for any purpose beyond the purpose for which it was shared.

If you purchase a product or service from a third party through one of our brands, we will pass your personal information to such third party in order for them to fulfill your order.

We also share non-personal information with certain third parties, including the media, industry observers, marketing and advertising partners, vendors, customers, potential customers or partners. For example, we disclose mobile search trends, email open rates by industry, campaign best practices or the number of users that have been exposed to, or clicked on, our websites or evaluated or purchased our products and services.

CORPORATE REORGANIZATIONS

If we are involved in a merger, acquisition, a sale of all or a substantial portion of our assets, or other similar sale transaction, your information will be transferred as part of that transaction. We will notify you by email and/or a prominent notice on our website of any such transfer and any choices you may have regarding your information.

AUTHORIZED USERS

All users authorized by you to have access to your account can view personal information stored in the account. A primary account holder can view personal information saved in subaccounts to which they have authorized access. We share information about authorized users only for legitimate purposes consistent with this privacy policy, including servicing your account and marketing products and services to you.

LEGAL PROCESS

Lastly, if legally required to do so, or if we have a good faith belief that such disclosure is reasonably necessary, we may disclose your personal information to courts of law, law enforcement authorities and other relevant third parties, such as internet service providers, to conduct an investigation, respond to a third party or law enforcement subpoena or court order, bring legal action, prevent harm to others or pursue other relief when you or a third party are or may be:

- violating our terms and conditions of use;
- causing injury or other harm to, or otherwise violating the property or other legal rights, of us, other users, or third parties; or
- violating federal, state, local, or other applicable law.

This disclosure can include transferring your information to the U.S. and other countries outside the European Economic Area. To the extent we are legally permitted to do so, it is our policy to notify you in the event that we are required to provide your personal information to third parties in connection with a subpoena.

SECURITY

The transmission of information via the internet, email or text message is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of your information transmitted through the Services or over email; any transmission is at your own risk. Once we have received your information, we will take appropriate technical and organizational measures to safeguard your personal information against loss, theft and unauthorized use, access or modification. When we collect financial account information, such as credit card numbers, we protect its transmission through the use of encryption.

TRACKING TECHNOLOGIES AND ONLINE ADVERTISING

We use cookies, web beacons, pixels, tags, scripts and other similar technologies in the course of our business.

CHOICE/OPT-OUT

- **E-mail:** You always have the opportunity to opt out of our marketing communications with you or change your preferences by following a link in the footer of all non-transactional email messages from us or by emailing us at privacyoffice@aninetworks.com. Some communications from us are considered transactional or service communications (for example, important account notifications and billing information), and your account(s) for ANI products and services are provided to you upon the condition that you receive these communications from us. You must cancel your account(s) for ANI products and services, as applicable, if you do not wish to receive any transactional or service communications. To cancel your ANI account(s), please follow the instructions found in the terms of service for the applicable ANI service. You may still receive marketing communications from us even after you cancel your account unless you also opt-out of our marketing communications, as described above.
- **Phone:** We may contact you by telephone, with your consent where applicable, for marketing purposes (including by automatic dialer and/or prerecorded message). If you do not want to receive marketing calls, please contact customer support at the brand from which you purchased your Services. You do not need to agree to receive automated marketing phone calls or texts from us to use the Services.

COOKIES

“Cookies” are small data and text files placed on your computer or other internet-enabled device that enable our features and functionality. They allow us to record information when you visit or interact with our websites, products and services (collectively, our “Websites”). Other tracking technologies, such as web beacons and pixels work similarly to cookies, placing small data files on your device that monitor your Website activity.

ANI generally uses cookies that are necessary or essential to the functioning of our Websites, cookies that help us improve the performance or customize the functionality of our Websites, and cookies that help us serve you relevant advertisements. The types of cookies described below may be set by us or by a third party service provider assisting us in performing the below functions. Specifically, ANI uses cookies for the following reasons:

- **Strictly Necessary:** These cookies and tracking technologies let you navigate our Websites and use essential features, including secure areas and potential shopping baskets. Without these technologies, we are unable to deliver core functionality of our Websites, products and services to you.
- **Performance:** These cookies and tracking technologies help us understand how customers and visitors interact with our Websites. They provide ANI with information about areas of our website visited, time spent on our Websites and any error messages you receive, allowing us to improve the performance of our Websites. They do not collect any information that could identify you.
- **Functional:** These cookies and tracking technologies are used to provide certain services or to remember settings that will improve your visit, but are not essential to your use of our Websites. They may include personal information that you have disclosed to us.
- **Targeting or Advertising:** These cookies and tracking technologies allow ANI to deliver content, including advertisements, relevant to your specific interests. This content may be delivered in ANI Websites or on third party websites or services. They allow us to understand and improve the relevancy of advertisements. They may track personal information, including your IP address.

Cookies, by themselves, do not tell ANI your e-mail address or other personally identifiable information unless you choose to provide this information to us by, for example, registering for a ANI Website promotion. Once you choose to furnish the site

with personally identifiable information, this information may be linked to the data stored in the cookie. ANI primarily uses cookies to understand site usage and to improve the content of the ANI Website. For example, ANI may use cookies to personalize your experience at the ANI Website or save your password in password-protected areas. The ANI Website also may use cookies to offer you ANI products, promotions, or services.

If you visit our ANI from Europe, only strictly necessary cookies and other tracking technologies will be used on our Websites by default. Other cookies and tracking technologies will only be used when you consent by visiting each Website's Cookie Management Center, where available.

Where you visit ANI Website from outside Europe, the cookies and similar tracking technologies mentioned above will be used by default.

Internet browsers allow you to change your cookie settings via the "options" or "preferences" menu in your browser. Please note that if you set your browser to refuse or block all cookies, certain features or functionalities of our Websites will be limited or unavailable to you.

Some internet browsers include the ability to transmit "do not track" signals. Because no industry standard has yet been developed with respect to "do not track," our Websites do not currently process or respond to such "do not track" signals.

You can opt out of Google Analytics without affecting how you visit our site. For more information on opting out of being tracked by Google Analytics across all websites you use, visit this Google page: <https://tools.google.com/dlpage/gaoptout>.

To learn how to manage privacy and storage settings for Flash cookies, visit http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager07.html.

Further information about deleting and blocking cookies can be found at <http://www.allaboutcookies.org>.

Further information about our advertisers' use of cookies can be found at:

- European Interactive Digital Advertising Alliance: <http://www.youonlinechoices.eu/>
- Internet Advertising Bureau (US): <https://www.iab.com/>
- Internet Advertising Bureau (EU): <https://www.iabeurope.eu/>

INFORMATION FROM THIRD PARTIES

To manage the information we receive about you from a social networking site or other third parties (if applicable), you will need to follow the instructions from that party for updating your information and changing your privacy settings, where available. The information we collect is covered by this privacy policy and the information the third party collects is subject to such third party's privacy practices. Privacy choices you have made on any third party site will not apply to our use of the information we have collected directly through our Services.

UNAUTHORIZED ACCOUNTS

If an account or profile was created without your knowledge or authorization, please contact customer support at the brand on which the account or profile is located to request removal of the account or profile.

RETENTION OF PERSONAL INFORMATION

We retain your personal information to provide services to you and as otherwise necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We will retain your personal information for no more than seven years following the later of (i) the date on which you terminate your use of the Services or (ii) May 23, 2018, unless we are otherwise required by law or regulation to retain your personal information for longer.

YOUR RIGHTS

Where the European Union's General Data Protection Regulation 2016/679, or GDPR, applies, in certain circumstances and subject to data processing agreements, you have rights in relation to the personal information we hold about you. We set out below an outline of those rights and how to exercise those rights. Please note that we will require you to verify your identity before responding to any requests to exercise your rights by providing details only known to the account holder. To exercise any of your rights, please visit privacyoffice@aninetworks.com. Please note that for each of the rights below we may have valid legal reasons to refuse your request, in such instances we will let you know if that is the case.

ACCESS

You have the right to know whether we process personal information about you, and if we do, to access data we hold about you and certain information about how we use it and who we share it with.

PORTABILITY

You have the right to receive a subset of the personal information you provide us if we process it on the legal bases of our contract with you or with your consent in a structured, commonly used and machine-readable format and a right to request that we transfer such personal information to another party. If you wish for us to transfer the personal information to another party, please ensure you detail that party and note that we can only do so where it is technically feasible. We are not responsible for the security of the personal information or its processing once received by the third party.

CORRECTION

You have the right to require us to correct any personal information held about you that is inaccurate and have incomplete data completed. Where you request correction, please explain in detail why you believe the personal information we hold about you to be inaccurate or incomplete so that we can assess whether a correction is required. Please note that while we assess whether the personal information we hold about you is inaccurate or incomplete, you may exercise your right to restrict our processing of the applicable data as described below.

ERASURE

You may request that we erase the personal information we hold about you in the following circumstances:

- where you believe it is no longer necessary for us to hold the personal information;
- we are processing it on the basis of your consent and you wish to withdraw your consent;
- we are processing your data on the basis of our legitimate interest and you object to such processing;
- you no longer wish us to use your data to send you marketing; or
- you believe we are unlawfully processing your data.

Please provide as much detail as possible on your reasons for the request to assist us in determining whether you have a valid basis for erasure.

RESTRICTION OF PROCESSING TO STORAGE ONLY

You have a right to require us to stop processing the personal information we hold about you other than for storage purposes in the following circumstances:

- You believe the personal information is not accurate for the period it takes for us to verify whether the data is accurate;
- We wish to erase the personal information as the processing we are doing is unlawful but you want us to simply restrict the use of that data;
- We no longer need the personal information for the purposes of the processing but you require us to retain the data for the establishment, exercise or defense of legal claims; or
- You have objected to us processing personal information we hold about you on the basis of our legitimate interest and you wish us to stop processing the personal information while we determine whether there is an overriding interest in us retaining such personal information.

OBJECTION

You have the right to object to our processing of data about you and we will consider your request. Please provide us with detail as to your reasoning so that we can assess whether there is a compelling overriding interest in us continuing to process such data or we need to process it in relation to legal claims. You also have the right, at any time, to object to our processing of data about you in order to send you marketing, including where we build profiles for such purposes and we will stop processing the data for that purpose.

WITHDRAWAL OF CONSENT

Where you have provided your consent to us processing your personal data, you can withdraw your consent at any time by emailing us at privacyoffice@anetworks.com.

THIRD PARTY LINKS AND INFORMATION COLLECTION AND USE BY OUR USERS

Some of our Services provide links to other websites. Because we do not control the information policies or practices of these third party sites, you should review their privacy policies to learn about how they collect and use personal information.

CHILDREN

Our Services are not directed to persons under 18. We do not knowingly collect personal information from children under 18. If a parent or guardian becomes aware that his or her child has provided us with personal information without such parent or guardian's consent, he or she should contact us. If we become aware that a child under 18 has provided us with personal information, we will delete such information from our files.

DATA TRANSFER

In order for us to provide the Services to you, your personal information will be transferred to, and stored at/processed in the United States. We will take all steps reasonably necessary to ensure that your personal data is treated securely and in accordance with this policy. For transfers of personal information within the ANI corporate family, such transfer will be under the Commission's model contracts for the transfer of personal data to third countries (i.e., the standard contractual clauses), pursuant to Decision 2004/915/EC and 2010/87/EU. For transfers of data to third parties, such transfers will either (i) be under the Commission's model contracts for the transfer of personal data to third countries (i.e., the standard contractual clauses), pursuant to Decision 2004/915/EC and 2010/87/EU; or (ii) rely on the EU-US Privacy Shield Framework. You can contact the Data Protection Officer listed below to obtain a copy of the data transfer agreement or more information regarding the relevant safeguard we put in place. For more information about the EU-US Privacy Shield Framework, please visit the U.S. Department of Commerce's Privacy Shield website.

COMPLAINTS

In the event that you wish to make a complaint about how we process your personal information, please contact our Data Protection Officer at privacyoffice@aninetworks.com and we will try to assist you. This is without prejudice to your right to raise a complaint with the governing regulatory agency or Supervisory Authority.

CHANGES TO THIS POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. If we decide to change this privacy policy in any material way, we will post the update on <https://www.aninetworks.com> prior to the change becoming effective. In all cases, your continued use of any Services constitutes acceptance to any such changes.

DATA PROCESSING ADDENDUM

Last updated on: May 23, 2018

This Data Processing Addendum (“DPA” and/or “**Addendum**”) amends the ANI Terms of Service (the “**Agreement**”) by and between you and ANI.

If you have any questions about this DPA or the practices described herein, you may contact:

ANI
privacyoffice@aninetworks.com
250 Pilot Rd, Suite 300
Las Vegas, NV 89119

This Addendum covers personal information, including any information we collect, use and share from you, as described further below. This DPA applies to all ANI websites, our products and services, and our mobile applications, if applicable, (collectively, the “Services”). This DPA does not cover how our Customers may use or share data that they collect using our services.

When you purchase a Service from us, your personal information will be collected, used, and shared consistent with the provisions of this DPA as well as the following addendum, which are a part of this DPA:

Definitions

(a) “**Data Protection Legislation**” means European Directives 95/46/EC and 2002/58/EC, and any legislation and/or regulation implementing or made pursuant to them, or which amends or replaces any of them (including the General Data Protection Regulation, Regulation (EU) 2016/679);

(b) “**Data Processor**”, “**Data Subject**”, “**Processor**”, “**Processing**”, “**Subprocessor**”, and “**Supervisory Authority**” shall be interpreted in accordance with applicable Data Protection Legislation;

(c) “**Personal Data**” as used in this Addendum means information relating to an identifiable or identified Data Subject who visits or engages in transactions through your store (a “**Customer**”), which ANI Processes as a Data Processor in the course of providing you with the Services. Notwithstanding the foregoing sentence, Personal Data does not include information that ANI processes in the context of services that it provides directly to a consumer, such as through its consumer-facing applications or Services; and

(d) All other capitalized terms in this Addendum shall have the same definition as in the Agreement.

Data Protection

Where a Data Subject is located in the European Economic Area, that Data Subject’s Personal Data will be processed by ANI. As part of providing the Services, this Personal Data may be transferred to other regions, including the United States. Such transfers will be completed in compliance with relevant Data Protection Legislation.

When ANI processes Personal Data in the course of providing the Services, ANI will:

- Process the Personal Data as a Data Processor, only for the purpose of providing the Services in accordance with documented instructions from you (provided that such instructions are commensurate with the functionalities of the Services), and as may subsequently be agreed to by you. If ANI is required by law to Process the Personal Data for any other purpose, ANI will provide you with prior notice of this requirement, unless ANI is prohibited by law from providing such notice;
- notify you if, in ANI’s opinion, your instruction for the processing of Personal Data infringes applicable Data Protection Legislation;
- notify you promptly, to the extent permitted by law, upon receiving an inquiry or complaint from a Data Subject or Supervisory Authority relating to ANI’s Processing of the Personal Data;

- implement and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of Personal Data and appropriate to the nature of the Personal Data which is to be protected;
- provide you, upon request, and in compliance with data protection legislation, access to personal data we hold about you. To make a request for your personal information contact our Data Protection;
- notify you promptly upon becoming aware of and confirming any accidental, unauthorized, or unlawful processing of, disclosure of, or access to the Personal Data;
- ensure that its personnel who access the Personal Data are subject to confidentiality obligations that restrict their ability to disclose the Customer Personal Data; and;
- upon termination of the Agreement, we retain personal data for no longer than is necessary. What is necessary will depend on the circumstances of each case, taking into account the reasons that the personal data was obtained, but if relevant, the length of retention will be determined in a manner consistent with published legal and regulatory data retention guidelines. Disposal of records that have reached the end of the minimum retention period should be deleted or archived in line with the following guidance in relation to the principle of the GDPR. Personal data processed for any purpose shall not be kept longer than is necessary for that purpose.
- you may request that any Personal Data collected and maintained about you be removed or destroyed from our records by notifying our Data Protection Officer at privacyoffice@aninetworks.com. Requests may be refused if an exemption applies

In the course of providing the Services, you acknowledge and agree that ANI may use subprocessors to Process the Personal Data. ANI's use of any specific subprocessor to process the Personal Data must be in compliance with Data Protection Legislation and must be governed by a contract between ANI and subprocessor.

Miscellaneous

In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail. For avoidance of doubt and to the extent allowed by applicable law, any and all liability under this Addendum, including limitations thereof, will be governed by the relevant provisions of the Agreement. You acknowledge and agree that ANI may amend this Addendum from time to time by posting the relevant amended and restated Addendum on ANI's website, available at www.aninetworks.com.com and such amendments to the Addendum are effective as of the date of posting. Your continued use of the Services after the amended Addendum is posted to ANI's website constitutes your agreement to, and acceptance of, the amended Addendum. If you do not agree to any changes to the Addendum, do not continue to use the Service.

Save as specifically modified and amended in this Addendum, all of the terms, provisions and requirements contained in the Agreement shall remain in full force and effect and govern this Addendum. If any provision of the Addendum is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Addendum shall remain operative and binding on the parties.

Notification of Changes

We reserve the right to modify this DPA at any time, so please review it frequently. If we decide to change this DPA in any material way, we will post the update on <https://www.aninetworks.com.com> prior to the change becoming effective. Your continued use of the Services constitutes acceptance to any such changes.