

## **STRUSOFT PRIVACY POLICY**

StruSoft value the Customer's and the End User's privacy and is dedicated to protect information about the Customer and the End User. StruSoft will process certain personal data of its Customer and the End User of the StruSoft Product(s) in accordance with the Section "Personal Data" in the terms and conditions, in addition, the Customer's and the End User's privacy will be respected.

StruSoft reserves the right to email the Customer and the End Users, when the StruSoft Product is delivered as a licence, maintenance or subscription ("Licenced Software"), with technically related, product related, and marketing related information. Each individual End User has the possibility to opt-in/opt-out, this is done by sending an email to [privacy@strusoft.com](mailto:privacy@strusoft.com) with the subject line "Opt-out" in the email. Once one has opted out from receiving marketing and promotional materials, StruSoft will not send any additional materials other than those required by StruSoft's agreement with the Customer.

### **Personally Identifiable Information**

When the Customer register an End User to StruSoft's Product(s), the Customer must complete a registration form that requires the Customer to provide Personal Information (including, without limitation, the End User's name and email address).

### **Announcement Email Information**

From time to time StruSoft provide information about its products to the Customer and/or End Users in the form of email. Announcement Emails will be emailed directly to the address that the Customer and/or the End User provides when registering, or in the event where the registration has been done by an administrator. The individual End User can opt-out by sending an email to [privacy@strusoft.com](mailto:privacy@strusoft.com) with subject line as "Opt-out" in the email.

StruSoft may place email links and/or forms on StruSoft's Website to allow the Customer and/or the End User to contact StruSoft directly. The Personal Information provided in these links and forms is used to respond directly to the questions or comments. StruSoft may also file the comments to improve the quality of the website, products, or process, or review and discard the Personal Information. All information, other than the Personal Information that is sent to StruSoft using these email links or forms, will not be considered or treated as confidential information. Do not send StruSoft any information, ideas, suggestions, proposals, or comments that you consider confidential or that you want to be treated as confidential.

### **Use of Your Personally Identifiable Information**

StruSoft uses Personal Information to respond to the Customer's and/or the End User's inquiries, improve StruSoft's marketing and promotional efforts, to analyse Licensed Software and service offers, and to customize services and Licensed Software(s). StruSoft may use Personal Information to deliver information to the Customer and/or the End User and to contact the same regarding administrative notices. StruSoft may also use Personal Information to resolve disputes and troubleshoot problems.

StruSoft may use additional information not considered Personally Identifiable to analyse and improve troubleshooting techniques and responses, and to improve the value of Licensed Software(s) and services provided by StruSoft or third parties. If the email address provided to StruSoft is an email address that the Customer and/or the End User access via a wireless device, the Customer and/or the End User understand that the wireless carrier's standard rates apply to these messages, and

that the Customer and/or the End User may elect to not receive such messages. The Customer and/or the End User has the right to opt-out from such messages using StruSoft's opt-out policy, refer to separate Section below. The Customer and/or the End User also represent that the wireless device is used by its owner or authorized user, on which the messages may be received, and that the Customer and/or the End User understand and are authorized to approve the applicable charges.

### **Required Disclosures**

StruSoft may disclose Personal Information if required to do so by law or in the good-faith belief that such action is necessary to prevent injury or property damage. StruSoft will usually attempt to notify the Customer and/or the End User when StruSoft is making such a disclosure, but StruSoft may not do so in an emergency or when StruSoft is prohibited by law or court order from giving such notice.

### **Information Sharing and Third Party Service Partners**

StruSoft does not rent, sell, or share personal information about the Customer and/or End User with other people or non-affiliated companies without the Customer's and/or the End User's prior consent or unless StruSoft has a good faith belief that access, use, preservation, or disclosure is reasonably necessary to (a) satisfy any law, regulation, legal process or enforceable governmental request, (b) enforce any applicable Terms of Service (including investigation of potential violations thereof), or (c) detect, prevent or otherwise address fraud, security, or technical issues.

StruSoft may provide services for the Licensed Software through contractual arrangements with affiliates, service providers, partners and other third parties ("Service Partners"). StruSoft and its Service Partners use Personal Information to operate and deliver their products and services. Unless otherwise agreed by the Customer and/or the End User in a separate agreement, StruSoft's Service Partners may not use any Personal Information to inform the Customer and/or the End User of other products or services available from those Service Providers.

If StruSoft becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, StruSoft will ensure the confidentiality of any Personal Information involved in such transactions and provide reasonable notice before Personal Information is transferred and becomes subject to a different privacy policy. Such notice may be given by a clear and concise statement on StruSoft's website or in a subsequent update to the Licensed Software that there has been an update to this Privacy Policy.

### **Opt-Out Policy**

StruSoft allows the Customer and/or the End User to opt out of StruSoft's use of the Customer's and/or the End User's Personal Information for purposes other than the purpose for which it was provided. This includes, by way of example, marketing and promotional mailings relating to StruSoft products and services. In order to opt-out, send an email to [privacy@strusoft.com](mailto:privacy@strusoft.com) with subject line as "Opt-out" in the email. Once StruSoft has received the opt-out email from receiving marketing and promotional materials, StruSoft will not send any additional materials other than those required by StruSoft's service agreement with the Customer.

### **Access and Integrity of Stored Personal Information**

The Personal Information the Customer and/or the End User provide to StruSoft during registration of the Licensed Software may be shown directly in the Licensed Software's settings. The Customer and/or the End User can help StruSoft maintain the accuracy of such information by updating the Licensed Software settings any time the Customer's and/or the End User's Personal Information changes. In the event

where the Customer and/or End User wish to actively delete the Personal Information that has been provided to StruSoft, subject to the Customer's and/or the End User's understanding that certain deletions may affect StruSoft's ability to provide the StruSoft services the Customer and/or the End User has requested, please contact StruSoft.

### **Links**

The Licensed Software may include links to other applications or sites. This Privacy Policy applies to the Licensed Software only. Any information submitted to linked sites or other applications will be subject to the privacy policies of those sites or applications, if any. The Customer and/or the End User should review those policies carefully before providing any information to these linked sites or applications.

### **Security**

StruSoft undertakes practical and reasonable steps to protect Personal Information from unauthorized or accidental access, disclosure, misuse or processing, or from alteration, destruction, or loss. Personal Information that StruSoft collects resides on servers operated by StruSoft or its affiliates and is accessible only to personnel who, by virtue of their duties, are required to have access and have been trained in, and tasked with, the observance of the principles embodied in this Privacy Policy.

### **Enforcement**

If the Customer and/or the End User has any questions or complaints regarding how StruSoft is handling Personal Information under this Policy or generally about the implementation of the principles of this policy, StruSoft encourages the Customer and/or the End User to contact StruSoft directly.

### **Changes to Privacy Policy**

Should StruSoft decide to change this Privacy Policy, StruSoft will update it with the release or update of the Licensed Software so that the Customer and/or the End User will always know what Personal Information StruSoft gathers, how StruSoft might use it, and whether StruSoft will disclose it to anyone. Unless the Customer and/or the End User opt out of receiving Announcement Emails from StruSoft, as possible in the manner described herein, StruSoft may also notify the Customer by email of changes to this Privacy Policy.