



## Privacy Policy

This Privacy Policy was last updated on April 1, 2019.

Zimit, Inc (“Zimit,” “We”, “Us”) is committed to protecting your privacy. We have prepared this Privacy Policy to describe to you our practices regarding the Personal Information that we collect from users of our website (located at <http://www.zimit.io>) and the Zimit software-as-a-service product (located at <https://app.zimit.io>) (collectively “Zimit Site”). This Privacy Policy does not apply to any third-party sites that may be linked to or from the Zimit Site, or any relationships you may have with the businesses listed with the Zimit Site. This Privacy Policy is incorporated into, and considered a part of, the Zimit Terms of Service, which is made available upon request.

A “User” is anyone who accesses, browses, crawls, scrapes, or in any way uses the Zimit Site. The terms “you” and “your” refer to you, as a User of the Zimit Site or to your partners that you provide authorized, licensed use of Zimit applications. The term “Personal Information” means information that you provide to us that personally identifies you or how you are to be contacted or identified, such as your name, phone number, email address, IP address, and any other data that is tied to such information.

BY USING THE ZIMIT SITE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT USE THE ZIMIT SITE.

### 1. Information We Collect and How We Use It.

Zimit values your privacy. We limit the collection of personal information to those items necessary to fulfill the purposes identified below. If we use your information in a manner different than the purpose for which it is collected, then we will ask you for your consent prior to such use.

We collect Personal Information that you submit to us in the process of creating or editing your account and user profile with the Zimit Site, and Personal Information that you submit to us voluntarily through your use of the Zimit Site.

**Cookies.** We might send cookies to your computer in order to uniquely identify your browser and improve the quality of our service. The term “cookies” refers to small pieces of information that a website sends to your computer’s hard drive while you are viewing the Zimit Site. We may use both session cookies (which expire once you close your browser) and persistent cookies (which stay on your computer until you delete them). Persistent cookies can be removed by following your browser help file directions.

**Account information.** If you create a Zimit account (as a licensed user of Zimit applications) to take advantage of the full range of services offered on the Zimit Site, we require and record personal information such as your first name, last name, and email address. We use your email for application authentication, to send you application notifications/alerts, for support related communication, and for Zimit updates, news, and general communication.

**Private Content.** “Private Content” means the content that you submit, post, or transmit to non-public areas of the Zimit Site, including but not limited to your secure workspaces.

**Feedback.** If you contact us to provide feedback, register a complaint, or ask a question, we will record any personal information and other content that you provide in your communication so that we can effectively respond to your communication.

**Activity.** We record information relating to your use of the Zimit Site, such as the searches you undertake, the pages you view, your browser type, IP address, requested URL, referring URL, timestamp information, transactions entered into on the Zimit Site. We use this type of information to administer the Zimit Site and provide the highest possible level of service to you. We also use this information in the aggregate to perform statistical analyses of User behavior and characteristics in order to measure interest in and use of the various areas of the Zimit Site. You cannot be identified from this aggregate information.

**Enforcement.** We may use the information we collect in connection with your use of the Zimit Site (including your personal information) in order to investigate, enforce, and apply our Terms of Service and Privacy Policy.

## 2. Transfer of Information

We may disclose your personal information to third parties in a good faith belief that such disclosure is reasonably necessary to (a) take action regarding suspected illegal activities; (b) enforce or apply our Terms of Service and Privacy Policy; (c) comply with legal process, such as a search warrant, subpoena, statute, or court order; or (d) protect our rights, reputation, and property, or that of our Users, affiliates, or the public. Please note that we are not required to question or contest the validity of any search warrant, subpoena, or other similar governmental request that we receive.

We may disclose information in the aggregate to third parties relating to User behavior in connection with actual or prospective business relationships with those third parties, such as advertisers and content distributors. For example, we may disclose the number of Users that have been exposed to, or clicked on, advertising banners.

## 3. Links

The Zimit Site may contain links to third party sites to provide additional, value added services. Except as set forth herein, we do not share your personal information with those third parties, and are not responsible for their privacy practices. We suggest you read the privacy policies on all such third party websites.

## 4. Controlling Your Personal Information

To the extent you include personal information in your public submissions, such as a photo of yourself, third parties may be able to identify you, associate you with your user account, and contact you. Please do not include information in your public submissions that you expect to keep private.

To the extent that you collaborate in Zimit, certain personal information will be made available to other users in the same workspace, including your name, email address, profile information, and any other information that you provide.

## 5. Security

Your account is password protected. We use industry leading measures, including site-wide TLS encryption to protect all Private Content including all personal information that is stored in our database or sent using the Zimit Site. We limit the access to your personal information to those employees and contractors who need access to perform their job function, such as our customer service personnel. If you have any questions about the security on the Zimit Site, please contact us. Although we take appropriate

measures to safeguard against unauthorized disclosures of information, we cannot assure you that your personal information will never be disclosed in a manner that is inconsistent with this Privacy Policy.

You hereby acknowledge that Zimit is not responsible for any intercepted information sent via the internet, and you hereby release us from any and all claims arising out of or related to the use of intercepted information in any unauthorized manner.

## **6. Confidential Information**

We take commercially reasonable steps to ensure that Private Content remains private and confidential. We intend for confidential communications that are traditionally protected under a legally recognized privilege, such as attorney-client, doctor-patient, or psychotherapist-patient privileges, to be protected when those communications take place in a private project workspace. Privileged and confidential information that is intercepted in an unauthorized or unlawful manner should continue to be privileged and confidential. However, information shared between project participants in a project workspace may not be considered privileged and confidential if you or other project participants with access to the information make such information public or available to others. Information communicated by you in public submissions is not considered private and is most likely not protected by any of the aforementioned privileges.

On occasion, our employees may need to access information in your private project workspaces to perform certain services related to customer support or site maintenance. Those employees or other companies are required to maintain the confidentiality of the information and are prohibited from using it for any other purpose. Such access should not impact any privileges related to the information.

## **7. Email Opt-out**

You may opt-out of receiving emails from Zimit. Despite your indicated email preferences, we may send you notices of any updates to our Terms of Service or Privacy Policy.

## **8. EU-U.S. and Swiss-U.S. Privacy Shield Framework**

Zimit participates in the EU-U.S. and Swiss-U.S. Privacy Shield Framework regarding the collection, use, and retention of personal information from European Union member countries. We have certified with the Department of Commerce that we adhere to the Privacy Shield Principles.

If you have any inquiries or complaints about our handling of your personal information under Privacy Shield, or about our privacy practices generally, please contact us at: [privacy@zimit.com](mailto:privacy@zimit.com). We will respond to your inquiry promptly. If we are unable to satisfactorily resolve any complaint relating to the Privacy Shield, or if we fail to acknowledge your complaint in a timely fashion, you can submit your complaint to JAMS, which provides an independent third-party dispute resolution body based in the United States, by visiting this site: <https://www.jamsadr.com/eu-us-privacy-shield>. JAMS has committed to respond to complaints to provide recourse at no cost to you. If neither Zimit nor JAMS resolves your complaint, you may have the possibility to engage in binding arbitration through the Privacy Shield Panel.

Zimit uses a limited number of third party service providers to assist in making the Zimit Site available to customers, offer customer services and support, assist in technical operations, and provide data processing and storage services. These third parties may process or store personal information in the course of providing their services, in which case the third party's access, use, and disclosure of the personal information must also be in compliance with our Privacy Shield obligations, and Zimit will remain

liable under the Privacy Shield for any failure to do so by the third party unless we prove we are not responsible for the event giving rise to the damage.

EU individuals have rights to access personal information about them, to limit use and disclosure of their personal information, and to ensure that such personal information is accurate and relevant for the purposes for which it is collected. With our Privacy Shield certification, Zimit has committed to respect those rights. In many instances, you may access and control your personal information by logging into the Zimit Site. Because Zimit personnel have limited ability to access data our customers submit to our services, if you wish to request access, to limit use, to limit disclosure, or to make corrections to your personal information, and are unable to do so, please provide the name of the Zimit customer who submitted your data to our services. We will refer your request to that customer, and will support them as needed in responding to your request. Please note that IP addresses of visitors, URLs accessed, and other activity and system logs are needed to operate and secure the Zimit Site, and cannot be accessed or modified with respect to such use.

Zimit is subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC). We may be required to disclose personal information that we handle under the Privacy Shield in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Zimit will adhere to our Privacy Shield obligations as long as we retain personal information that is covered under the Privacy Shield.

## **9. Contact Information**

Upon written request, subject to certain exceptions, Zimit will inform you of the existence of your personal information and will give you access to that information. When requesting access to your personal information, we may request specific information from you to enable us to confirm your identity and right to access, as well as to search for and provide the personal information that we hold about you.

If you believe that Zimit has not adhered to this Privacy Policy, please contact us and describe in as much detail as possible ways in which you believe we have not complied with the Privacy Policy. We will investigate your complaint promptly.

If you have any questions about this Privacy Policy, the privacy practices of the Zimit Site, or if you want to exercise any of the rights that you are given under this Privacy Policy, you can contact us at [privacy@zimit.com](mailto:privacy@zimit.com)

## **10. Terms and Modifications to this Privacy Policy**

We may modify this Privacy Policy at any time, and we will post any new versions on this page. If we make any material changes in the way we use your personal information, we will notify you by sending an email to the last email address you provided to us and/or by prominently posting notice of the changes on the Zimit Site. Any such changes will be effective upon the earlier of thirty (30) calendar days following our dispatch of an email notice to you or thirty (30) calendar days following our posting of notice of the changes on the Zimit Site. These changes will be effective immediately for new Users of the Zimit Site. Notwithstanding anything to the contrary, this Section will not apply to license or subscription agreements between Zimit and its paying customers and any modifications to signed contracts between Zimit and paying Users will require written agreement and acceptance by all parties to the contract. Please note that at all times you are responsible for updating your personal information to provide us with your most current email address. In the event that the last email you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described in the notice. In any event,

changes to this Privacy Policy may affect our use of personal information that you provided us prior to our notification to you of the changes. If you do not wish to permit changes in our use of your personal information, you must notify us prior to the effective date of the changes that you wish to deactivate your account with us. Continued use of the Zimit Site following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes.