

SecureNinja Privacy Policy

Effective Date: April 10, 2015

We are Insyte LLC dba SecureNinja, a privately held corporation located at 901 N Pitt St, Suite 105, Alexandria, VA 22314, USA (**referred to as “SecureNinja”, “us”, “our”, “we” “Company” or “secureninja.com”**). We are committed to protecting and respecting your privacy. This Privacy Policy describes the types of information we may collect from you or that you may provide to us when you visit the SecureNinja websites located at www.secureninja.com, online.secureninja.com and www.cybersecurityzen.com (**collectively, the “Websites” or “Services”**), and our practices for collecting, using, maintaining, protecting and disclosing such information. This Privacy Policy applies to information we collect: (i) through our Websites. This Privacy Policy does not apply to any information collected by us offline or via third-party sites that may be accessed through hyperlinks on our Services.

By accessing or using our Websites, you agree to this Privacy Policy.

IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, PLEASE DO NOT ACCESS OR USE OUR WEBSITES.

Please read the information below:

1. **Information we collect about you**
2. **Where we store data**
3. **How we use your information**
4. **Disclosure of your information**
5. **Updating or correcting your personally identifiable information**
6. **Canceling your account or deleting your personally identifiable information**
7. **Choices regarding control of your personally identifiable information**
8. **Data Security**
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15. **How do you contact us with questions?**

1. INFORMATION WE COLLECT ABOUT YOU

We may collect several types of information about visitors and/or users of our Services. We may collect this information either directly when you provide it to us or automatically as you navigate through the Websites.

(a) Personally Identifiable Information. ‘Personally Identifiable Information’ refers to

information by which you may be personally identified, such as your name, email address, school or company. We will collect and process such data about you when you register for a Service/create an account, subscribe to a newsletter, submit feedback, enter a contest, fill out a survey, or send us a communication. When ordering products or services on the Websites, you may also be asked to provide a credit card number and other payment-related information. You may also provide information to be published or displayed (**“posted”**) on public areas of the Websites (such as blogs, forums, message boards, and the like), or transmitted to other users of the Websites using ‘sharing’ features (**collectively, “User Contributions”**). Your User Contributions are posted and transmitted to others at your own risk. We cannot control the actions of other users of the Websites with whom you may choose to share your User Contributions. Depending upon the activity, some of the information we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity.

We may also collect your Internet Protocol (‘IP’) address. We use your IP address to diagnose problems with our servers, software, to administer our Services and to gather demographic information.

We do not collect more Personally Identifiable Information than is reasonably necessary to participate in an activity on the Websites. If you are a school and you use a SecureNinja service within the United States for children under the age of 13, you are responsible for obtaining consent from the parents/legal guardians of each child you wish to allow to participate in using any of our Services. A child using our Services will be able to participate in certain activities such as taking online educational and informational courses.

(b) Non-Personally Identifiable Information. We may collect, or, should we decide to implement advertising into our websites, our third party ad server and/or content server may collect, certain Non-Personally Identifiable Information, that does not by itself identify a specific individual. Such information tells us about your equipment, browsing actions, the resources that you access and use through the Services, your operating system and browser type. Our third party ad servers will provide us with summary, but not individual, reports that will tell us how many ads were presented and clicked upon at our Websites. The information that we collect automatically is ‘statistical’ in nature. It helps us to deliver a better and more personalized service to users, by enabling us to estimate usage patterns, customize our Services according to your individual preferences, and speed up your searches.

(c) Device Information. When you use our Services, we automatically collect information on the type of device you use and the operating system version, so we know the best Website version to provide you with. We do not ask you for, access or track any location based information from your mobile device at any time while using our Websites or Services.

2. WHERE WE STORE DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (**“EEA”**). It may also be processed by staff operating outside the EEA who work for us or for one of our service providers. Such staff maybe

engaged in, among other things, the fulfillment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. SecureNinja will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

3. HOW WE USE YOUR INFORMATION

We use information held about you in the following ways:

- To ensure that content from our Services is presented in the most effective manner for you and for your computer or mobile device
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes
- To carry out our obligations arising from any contracts entered into between you and us, including for billing and collection
- If you pay for Services using a credit card, we will transmit your credit card data to the appropriate credit card company and/or credit card payment processing company
- To allow you to participate in interactive features of our Services, when you choose to do so
- To notify you about changes to our Services
- In any other way we may describe when you provide the information

If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

4. DISCLOSURE OF YOUR INFORMATION

We do not sell, trade, rent or disclose your information to others, except as provided herein:

(a) We provide some of our Services through contractual arrangements with service providers and other third parties. We and our service partners use your Personally Identifiable Information to operate our Websites and to deliver Services. For example, we must release your credit card information to the card-issuing bank to confirm payment for products and services purchased on our Websites; release your address information to the delivery service to deliver products that you ordered; and provide order information to third parties that help us deliver the services.

(b) We will disclose Personally Identifiable Information in the following circumstances: (i) if it is required by law enforcement or judicial authorities, or to cooperate with a law enforcement investigation; (ii) if we have a good faith belief that we are required or permitted to do so by law or legal process; (iii) to protect the rights, reputation, property or safety of SecureNinja or others; (iv) to defend or enforce our rights or your obligations; (v) if the disclosure is required by mandatory professional standards; (vi) if we are under a duty to disclose or share your Personally Identifiable Information in order to enforce or apply, or any contracts or agreement that may exist between you and SecureNinja

including this Privacy Policy and our Website Use Policy. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

(c) In the event that SecureNinja decides to sell all or part of its assets or enter into a merger, we reserve the right to include Personally Identifiable Information and Non-Personally Identifiable Information among the assets transferred to the acquiring or surviving company.

(d) We may provide Non-Personally Identifiable Information about our customers' sales, traffic patterns, and related Website information to third party advertisers.

5. UPDATING OR CORRECTING YOUR PERSONALLY IDENTIFYING INFORMATION

You may change any of your or your child's Personally Identifiable Information online by logging into 'My Account' in accordance with instructions posted elsewhere on our Websites.

You may also access, request deletion, and correct yours or your child's personal information and privacy preferences by contacting support@secureninja.com, or writing to us at:

SecureNinja
901 N Pitt St, Suite 105, Alexandria, VA 22314, USA
Attn: Online Support
Email: support@secureninja.com
Tel: (703) 535-8600

Please include your or your child's name, address, and e-mail address when you contact us. We encourage you to promptly update your or your child's Personally Identifiable Information if it changes. You may ask to have the information on yours or your child's account deleted or removed and request that we no longer have contact with your child; however, because we keep track of past transactions for as long as is reasonably necessary, you cannot delete information associated with past transactions on this Website. In addition, it may be impossible to completely delete your information without some residual information because of backups.

6. CANCELING YOUR ACCOUNT OR DELETING PERSONALLY IDENTIFIABLE INFORMATION

If you are an Online Sensei Series member and would like to cancel your membership, visit <https://secureninja.com/sensei/cancel/> and follow the cancellation instructions. You can also contact your sales representatives or contact support@secureninja.com.

We will retain your or your child's information for as long as your account is active or as needed to provide you Services. If you wish to cancel your or your child's account or request that we no longer use your information to provide you Services contact us at support@secureninja.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We will respond to your request to access within 30 days.

7. CHOICES REGARDING CONTROL OF YOUR PERSONALLY IDENTIFIABLE INFORMATION

You can access some of the information that we collect about you or your child. For example, by logging in to your account, you can access information regarding recent orders from the Websites; Personally Identifiable Information; communication preferences; and payment settings.

With respect to your communications preferences, you can unsubscribe from newsletters by following the instructions included in the newsletter you receive or you can log into your account and update your newsletter and email subscription options. If your e-mail address has changed and you would like to continue to receive newsletters, you will need to access your account and update your e-mail address information in your account and sign-up again for the newsletter.

We do not send unsolicited commercial e-mails (“spam”). We offer commercial e-mail recipients the opportunity to opt-out of further communications in every e-mail. Please note that we may not include the opt-out information in non-commercial Service e-mails (i.e., e-mails concerning your order, the Website Terms of Service, etc.).

You also have choices with respect to cookies, as described below. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. If you choose to reject all cookies some parts of our Websites may not work properly in your case.

8. DATA SECURITY

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using Secure Sockets Layer (SSL) technology.

To make online purchases you must use an SSL-enabled browser in order to protect the confidentiality of your personal and credit card information while it is transmitted over the Internet.

Access by you to your account is available through a password and/or unique user name selected by you or chosen on your behalf. This password is encrypted. We recommend that you do not divulge your password to anyone, that you change your password often using a combination of letters and numbers, and that you ensure you use a secure web browser. We cannot be held accountable for activity that results from your own neglect to safeguard the secrecy of your password and user name. If you share a computer with anyone, you should always log out of your account after you are finished, in order to prevent access to your information from subsequent users of that computer.

Please notify us as soon as possible if your user name or password is compromised. Call 1 (703) 595-8600 and choose option “2” for Student Services, or email support@secureninja.com.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personally Identifiable Information, you acknowledge that:

(a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this Website cannot be guaranteed and we shall have no liability to you or any third party for loss, misuse, disclosure or alteration of such information; and (c) any such information and data may be viewed or tampered with in transit by a third party.

In the unlikely event that we believe that the security of your Personally Identifiable Information in our control may have been compromised, we will notify you as promptly as possible under the circumstances. To the extent we have your e-mail address, we may notify you by e-mail and you consent to our use of e-mail as a means of such notification. If you prefer for us to use another method to notify you in this situation, please e-mail us at support@secureninja.com with the alternative contact information you wish to be used.

9. COOKIES

When you use our Websites we may use cookies and other technologies in order to facilitate and customize your use of our Services.

What is a cookie? A cookie is a small data text file, which a website stores on your computer or mobile device (if your Web browser permits) that can later be retrieved to identify you to us.

Our cookies may store randomly assigned user identification numbers, the country where you are located, and your first name to welcome you back to our Websites. The cookies may make your use of the Websites easier, make the Websites run more smoothly, and may save your logged-in state so that you do not have to log in each time that you visit the Websites.

The use of cookies by our partners, affiliates, tracking utility company and service providers, is not covered by our Privacy Policy. We do not have access or control over these cookies. Our partners, affiliates, tracking utility company, and service providers, use session ID cookies to make it easier for you to navigate our site, in order for you to use the shopping cart, etc.

You can disable and/or delete all types of cookies by using your browser settings. Cookies are generally easy to disable and/or delete but how you do so varies from browser to browser. The "help" function within your browser should tell you how to do it. The best way may be to close your browser and then search for "cookie folder" or "cookie manager" or simply "cookie". Please also visit www.allaboutcookies.org for more information about cookies and how to disable them. If you do disable cookies, our Websites will not recognize you and you may not have access to all portions of the Websites.

10. LINKS TO THIRD PARTY WEB SITES AND ADVERTISERS

Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. Our Websites may contain hyperlinks to other third-party web sites, which may collect and disclose information in a manner that is different from our Websites. We are not responsible for the collection, use, or disclosure of

information collected through these third-party web sites, and we expressly disclaim any and all liability related to such collection, use, or disclosure. We recommend that you read the privacy policies of the other web sites you visit. Additionally, other companies that place advertising on our Websites may collect information about you when you view or click on their advertising through the use of cookies. We cannot control this collection of information. You should contact these advertisers directly if you have any questions about their use of the information that they collect.

11. CHANGES TO THIS PRIVACY POLICY

It is our policy to post any changes we make to our Privacy Policy on this page. If we make material changes to how we treat our users' information, we will notify you by e-mail to the primary e-mail address specified in your account and through a notice on the home pages of the Websites. The date the Privacy Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable e-mail address for you, and for periodically visiting our Websites and this Privacy Policy to check for any changes.

Your continued use of the Services after such modifications will constitute your: (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and be bound by the modified Privacy Policy.

If we make material changes to how we use Personal Information collected from children under 13, we will notify parents by email in order to obtain verifiable parental consent for the new uses of their child's Personally Identifiable Information.

12. COMMUNITIES, FORUMS, CHAT ROOMS, AND MESSAGE BOARDS

If you or your child choose to disclose Personally Identifiable Information on communities, message boards, forums, and the like, which may be accessible via the Websites, you should be aware that such information, along with any information disclosed in your communication, can be collected and used by third parties and may result in unsolicited messages from third parties. To request removal of your personal information from our blog or community forum, contact us at support@secureninja.com. You acknowledge and accept that any submissions to chat rooms or other public areas on the Websites are accessible to all third parties. If you do not want yours or your child's comments to be viewed by third parties, you are advised not to make any submissions.

Ultimately, you are solely responsible for all activity conducted by you via communities, forums, message boards, chat rooms, etc. Please be careful and responsible whenever you are online.

13. SOCIAL MEDIA FEATURES

Our Websites include Social Media Features, such as the *Add This* button or interactive mini-programs that run on our Websites. These features may collect your IP address, which pages you are visiting on our Websites, and may set cookies to enable the features to function properly. Social Media Features are either hosted by a third party or hosted directly on our Websites. Your interactions with these features are governed by the privacy policy of the company providing it.

14. GIFT CERTIFICATES

If you choose to send a gift certificate to an individual, we will ask you for the individual's name and email address. We will automatically send a one-time email to the individual either with notice of their gift certificate along with an activation key or an invitation to visit the Websites. The recipient will be asked to activate their subscription on our Membership page and redeem the certificate through the use of a coupon code. SecureNinja stores name and email address of the recipient for the sole purpose of sending this one-time email and tracking the success of our referral program. The individual may contact us at support@secureninja.com to request that we remove this information from our database.

15. HOW DO YOU CONTACT US WITH QUESTIONS?

If you have any questions about this Privacy Policy, the practices of or your dealings with our Websites, please contact us by sending a letter to:

SecureNinja
901 N Pitt St, Suite 105, Alexandria, VA 22314, USA
Attn: Online Support
Email: support@secureninja.com
Tel: (703) 535-8600