



Ekey Technology Inc. Privacy Notice



10/20/2020

Scope

Ekey Technology, Inc. (Ekey Technology) owns, controls, operates and/or maintains web sites, web services, and mobile device apps in the domain “ekeyweb.com”, “ekeymarketing.com”, and “ekeytechnology.com”. This Privacy Notice applies to all elements of these domains.

Applicability

The Ekey Corporate Web Site (This Site) does not use cookies nor does it collect any data on visitors to the site. All other policies herein are applicable to the Ekey Mobile App (“Value App”) and associated web services portals that are intended to support the Value App.

Purpose

As part of its commitment to maintain the privacy of clients, customers, and users of sites and mobile device apps, Ekey Technology has developed this privacy notice. The notice has two purposes:

1. To inform users about specific privacy guidelines employed by Ekey Technology.
2. To notify users about the terms and conditions governing use of the Ekey Technology websites, web services and mobile device apps.

Rule on Sharing of Information

Ekey Technology uses web and mobile device apps for its own business purposes and is committed to ensuring the privacy of personal information. Use of Ekey Technology web and mobile device apps is subject to all applicable state and federal laws including the General Data Protection Regulations (GDPR) of the European Union. Ekey Technology does not share any personal information collected with third parties. Ekey does not currently contemplate entering into any data sharing agreement with any third party, even if such third parties are bound under legal data sharing agreements which provide protection for customer personal data. Under certain circumstances which may arise, Ekey Technology may share data as:

- authorized by law, and
- as de-identified and aggregated consumer demographic information





Exceptions to Rule

Ekey Technology uses certain third-party services for authentication, authorization, and portal access which may have additional data sharing restrictions. Such third-party services may adopt different privacy notices as their specific needs require. Any such differing privacy policy will be clearly stated on the web page or mobile device app.

Mobile Device Apps Configuration

Ekey Technology delivers information via a mobile device app developed exclusively by and for Ekey Technology. Such mobile device apps are constructed to provide to the user the option to opt-in (allow) the mobile device to provide Ekey Technology the user's location, by either GPS location services or by proximity to a known location. The mobile device app provides to the user the option to opt-in (allow) the app to provide audible or visual notifications for data and messages provided by Ekey Technology. The mobile device app also obtains a specific authorization from the user to store any profile or preference data that the user may enter in the course of using the mobile app. These configuration options are controlled solely by the user. The principle purpose of the mobile device app is to deliver offers, coupons, and information relevant to the consumer (user) and these data and Ekey Technology's services are dependent upon the user opting into these services.

Online Surveys and Other Information Provided by the Consumer

In the course of using Ekey Technology's sites and mobile device apps, a user may choose to provide information to assure the user's needs are met. Surveys that collect personally identifiable information will clearly state on the survey instrument the extent to which any information provided will be shared. In general, personally identifiable information will be used internally by Ekey Technology to ensure that the selection of timely, relevant, and valuable information will be presented to the consumer. Aggregate data from surveys may be shared with external third parties in ways that do not compromise privacy.

Public Forums

Ekey Technology may provide chat rooms, forums, message boards, and news groups for their users. Any information that is disclosed in these areas may become public information and a user should therefore exercise caution when deciding to disclose one's personal information in such places. Chat sessions and discussion forums may be logged or monitored.





E-Commerce

Ekey Technology may enable one to pay for products or services online with a credit card or transfer funds through a currency exchange. These transactions are commercially secure and utilize a defined process compliant with PCI-DSS. In general, Ekey Technology does not support or provide a means of providing recurring payments and stores no actual credit card data. Card data utilized in transactions are not stored and are purged from memory after use. A record of the transaction is preserved by utilizing a one-way hash of the date and purchase data, including card information, so as to allow returns, charge-backs and other post transaction processing. Each such cryptographic hash includes a random salt making the transaction hash secure and unlikely that card information can be extracted from the hash.

Personal data can be and is used in the process of validating the user's accounts and other access to the extent necessary to enact a transaction. Such data used only in the context of the transaction and is never shared, other than with the provider of the transaction means through a secure mechanism. Such providers may include MasterCard, Visa, or other card management and marketing services.

Rules for Individuals under Thirteen Years of Age

The Ekey Technology is committed to complying fully with the Children's Online Privacy Protection Act. Accordingly, if a user is under the age of thirteen, such user is not authorized to provide Ekey Technology with personally identifying information, and Ekey Technology will not use any such information in its database or other data collection activities. Users under the age of thirteen and their parents or guardians are cautioned that the collection of personal information volunteered by unauthorized children online or by e-mail will be treated the same as information given by an adult until the user is identified by other means as under the age of thirteen; and that such information may be subject to public access. Any consumer identified as under age will be suppressed from providing personal identifying information.

Server Log Information

Web servers generate logs that may contain information about computers or devices used to access Ekey Technology's web sites, services, or mobile device apps, such as the following:

- Internet address of computer or device
- Type of browser or other client application used
- The operating system of the computer or device





Ekey Technology server administrators produce summary reports from these logs and may share that information with clients to the extent of providing audience counts and other such information which provides evidence of consumer interest and value to the client.

Cookies and Login Security

Cookies are small pieces of data stored by a Web browser on a user's computer. Cookies are often used to retain information about preferences and pages a user has visited. Ekey does not utilize cookies in any deployed system. Ekey systems do maintain transient session data required to provide end-to-end encryption and authorization to portal resources.

Ekey utilizes a third-party authorization system based on credentials that are established by the user when they sign-up for Ekey client services. These credentials are stored with the third-party and are used to authenticate users when they access Ekey's systems. Ekey does not have access to, or the ability to see or change user credentials other than to reset them for the user. Once authenticated, a user token is maintained in transient session data on the user's device allowing continuous access to the services without reauthorization. Clients are assigned access roles which may restrict some capabilities of the system.

Customer Unique Identifying Number (UUID) and Personal Identification

Ekey Technology uniquely identifies our customers, who have downloaded and activated our mobile device apps, by generating a unique identification character string (UUID) associated with that mobile device. Ekey Technology uses this identifying string to associate your reported interests and behavior with the mobile device. An assumed association between you and your mobile device exists. Ekey Technology uses behaviors associated with the mobile device to send information to that mobile device. Customers have the option to delete or reset this identifying character string which results in disassociating the device/customer from any previously stored information.

Personalized Advertising and Promotional Materials Via Permanent Cookies, Web Beacons/Pixel Tags, or Other Characteristic Identifying Information

The mission of Ekey Technology is to provide consumer with relevant, timely, and valuable information, offers, discounts and coupons. We provide this information, and these offers, discounts and coupons via our mobile device apps.





Ekey Technology uses persistent identifiers associated with a mobile device app to provide you with personalized advertising, product offers, product discounts and coupons, and promotional material containing information we believe is of interest to you, relevant, timely, and valuable. If you find such material annoying or not useful, timely or valuable, it is your right to opt-out of the system. You may opt-out of the Ekey Technology system by de-installing or deleting the Ekey Technology mobile client app. When you de-install or delete the mobile device app, all persistent identifiers associated with that device are deleted also. Removing any persistent identifiers will disassociate the consumer from any profiles and preferences inferred from your prior use of the app and any such profiles or preferences will need to be reconstructed should you decide to re-install the app.

Transactional Versus Permanent Cookies

Ekey Technology may use transactional cookies to facilitate business transactions and will not use permanent cookies or any other invasive tracking programs that monitor and track web site viewing habits unless:

1. There is a statement available on the web site where such permanent cookies or other invasive monitoring and tracking programs are utilized that discloses:
 - 1) all types of information collected at that site;
 - 2) the use of that information; and
 - 3) how the collection and use of this information adds value to the user; and
2. There is a link to this comprehensive Privacy Notice from that web site where such permanent cookies or other invasive monitoring and tracking programs are utilized; and
3. The user has explicitly opted-in (allowed such use).





LEGAL NOTICES OF TERMS AND CONDITIONS

Access to the Ekey Technology's web sites, web services and mobile device apps is provided subject to the following terms and conditions. Please read these terms carefully as use of any of the web sites, web services or mobile device app constitutes acceptance of all of the following terms and conditions:

Disclaimer of Liability

Neither the Ekey Technology, Inc. nor any of its business clients, programs, employees, agents or individual trustees, shall be held liable for any improper or incorrect use of the information described and/or contained and assumes no responsibility for anyone's use of the information. In no event shall Ekey Technology, Inc. or its business clients, programs, employees, agents or individual trustees be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement or substitute goods or services; loss of use, data, or profits; or business interruption) however caused, and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this system, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

Disclaimer of Warranties and Accuracy of Data

Although the data found in Ekey Technology's systems have been produced and processed from sources believed to be reliable, no warranty, express or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. Ekey Technology provides this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If a user has obtained information from any of Ekey technology's web pages or mobile device apps via a source other than Ekey Technology, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly





become out of date. It is recommended that careful attention be paid to the contents of any data associated with a file, and that the originator of the data or information be contacted with any questions regarding appropriate use.

Disclaimer of Endorsement

Ekey Technology is a distributor of content sometimes supplied by third parties and users. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, users, or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of Ekey Technology and shall not be used for advertising or product endorsement purposes. Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by Ekey Technology unless explicitly stated.

Disclaimer for External Links

Ekey Technology web sites and web services may have links to other Web sites. These include links to Web sites operated by agencies and officials, government agencies, nonprofit organizations, and private businesses. When a user leaves Ekey Technology web sites and web services and visits another site, the user is subject to the privacy policy of that new site. Ekey Technology is not responsible for the contents of any off-site pages referenced. The user specifically acknowledges that Ekey Technology is not liable for the defamatory, negligent, inaccurate, offensive, or illegal conduct of other users, links, or third parties and that the risk of injury from the foregoing rests entirely with the user. Links from Ekey Technology pages on the World Wide Web to other sites do not constitute an endorsement from Ekey Technology. These links are provided as an information service only. It is the responsibility of the user to evaluate the content and usefulness of information obtained from other sites. Ekey Technology systems contains links to other related World Wide Web sites and resources. Since Ekey Technology and its web sites, web services and mobile device apps are not responsible for the availability of these outside resources or their contents, the user should direct any concerns regarding any external link to its site administrator or webmaster.

Disclaimer of Duty to Continue Provision of Data

Due to the dynamic nature of the Internet, resources that are free and publicly available one day may require a fee or restricted access the next, and the location of items may change as menus, pages, and files are reorganized. The user expressly agrees that use of Ekey Technology's services





are at the user's sole risk. Ekey Technology does not warrant that the service will be uninterrupted or error free. The documents and related graphics published on Ekey Technology's servers could contain technical inaccuracies or typographical errors. Changes are periodically added to the information herein. Ekey Technology and/or its respective clients and programs may make improvements and/or changes in the information and/or programs described herein at any time.

Liability for Offers and Discounts

Ekey Technology provides offers and discounts on behalf of clients and the ability of the user to redeem or otherwise inure the benefits of that discount are the responsibility of the offering store or client. Ekey disclaims any responsibility for any client or store which may elect to not honor discounts and offers presented and any actions, torts, or other injuries to the consumer are to the client or store. In consequence of using the app, users agree that Ekey Technology shall not be a party to any such action.

Security

The technology management teams of Ekey Technology have taken several steps to safeguard the integrity of its communications and computing infrastructure, including but not limited to authentication, monitoring, auditing, and encryption. Security measures have been integrated into the design, implementation and day-to-day practices of the entire operating environment as part of its continuing commitment to risk management.

This information should not be construed in any way as giving business, legal, or other advice, or warranting as fail proof, the security of information provided.

Choice of Law

Construction of the disclaimers above and resolution of disputes thereof are governed by the laws of the State of Illinois. The laws of the State of Illinois, U.S.A., shall apply to all uses of this data and this system. By use of this system and any data contained therein, the user agrees that use shall conform to all applicable laws and regulations and user shall not violate the rights of any third parties.

