

# PRIVACY POLICY

Effective Date: December 9, 2018

This Privacy Policy (“ **Policy** “) describes how OhmniLabs, Inc. and its affiliates (“Company” or “we” or “our”) treat information collected or provided in connection with an end user’s (“you” or “user”) use of the OhmniLabs website located at <https://www.ohmnilabs.com> (the “ **Site** “), Ohmni mobile device and web applications (the “ **Apps** “) and OhmniLabs products (the “ **Products** ”, and collectively with the Site and the Apps, the “ **Services** “). This Privacy Policy covers all aspects of your use of the Services.

If you are based in the European Union and use our Services, the additional terms in the Addendum to this Policy may apply to you.

1. **Effective Date; Changes.** This Policy applies to all information collected by or provided to us in connection with the Services. When we make any material changes to this Policy, we will change the Effective Date above and upload a revised policy onto our website. We will treat your continued use of the Services following such notice as your acceptance of the changes.
2. **Collected Information**
  1. **Account Data.** When you log-in to or create an account with the Services, we collect the information you provide in the applicable form. This information includes personally identifiable information such as your name, email, phone number and password. When we refer to

“personally identifiable information” in this Policy, we mean information that we can directly associate with a specific person or entity without additional information. To the extent you decline to share certain personally identifiable information with us, we may not be able to provide some or all of the features and functionalities found on the Services.

2. **Information Collected Automatically.** When you use the Services, we automatically gather certain non-personally identifiable information from you. This includes usage information, such as information on the beginning and ending timestamps of each communication session, how far Products were “driven” during each session, which remote users were involved in each session and the timestamps of when Products are turned on/off and docked/undocked. This also may include server log data such as the IP address, browser type, or device ID of your computer or mobile device, or (in the case of the Site) the webpage you were visiting before you came to the Site. As described below, we collect this information through a number of means, including server logs, cookies and other online tracking mechanisms. We may use this information to improve quality, features and performance. We may provide this information back to users in the form of reports and statistics. We may associate such non-personally identifiable information with the personally identifiable information that you provide in connection with the Services. But if we

do so, we will treat the combined information as personally identifiable information.

**3. Online Tracking and Cookies.** The Services may use web beacons, cookies and other online tracking mechanisms to collect information. “Beacons” (also often referred to as “pixels”) are tiny graphics on a web page designed to track when a page is viewed. Beacons also can be inserted into emails in order to track certain information, including whether an email has been opened. “Cookies” are small text files containing a string of alphanumeric characters that are downloaded by your web browser or mobile device when you visit a website. We may use both session cookies and persistent cookies when you access and use the Services. Cookies may be used, for example, to remember your user account information and your preferences, to customize the interface of the Services for you and to assist us in measuring and analyzing Services traffic. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to the Services. Persistent cookies can be removed. Please review your browser’s documentation to learn the best way to modify your cookie settings. You can take steps to limit tracking by erasing cookies from your computer’s hard drive and by setting your browser to block all cookies or warn you before a cookie is stored. We partner with certain third parties to collect non-personally identifiable information. These third parties may use web

logs, web beacons or other online tracking mechanisms, and they may set and access cookies on your computer or other device. Means of opting out of this third-party data collection are discussed below in Section 2(4).

**4. Analytics.** We use certain third party services to assist us in analysis, auditing, research, and reporting regarding the Services. These third parties may use web logs or web beacons, and they may set and access cookies on your computer or other device. In particular, we use Google Analytics to help collect and analyze certain information for the purposes discussed in this Policy. You may opt out of the use of cookies by Google Analytics on the Site

at <https://tools.google.com/dlpage/gaoptout>.

**5. Transactions.** Certain features of the Services require payments to the Company. If you participate in such a transaction, such third party payment processor the Company may utilize from time to time will receive your payment information for purposes of processing such transaction and we will receive such payment. The Company does not receive your credit card information.

**6. Surveys and Contests.** The Company may conduct user surveys from time to time to collect information about your preferences. These surveys are optional. If you choose to respond, your responses may be kept anonymous. Similarly, we may offer contests to qualifying users in which we ask for contact and demographic information such as name, email address and mailing address. Information we gather through a contest

may also be disclosed to third parties only as necessary for prize fulfillment and other aspects of such contest or similar offering.

**7. Marketing and Customer Service Data.** The Company may collect information about you if you ask to receive information about us or our Services or sign up for our newsletter or when you contact us directly (i.e. telephone call, email or through our Services). This may include company and/or personal names, phone numbers, email addresses, your location, billing information, information about how you use our Services and other information required to provide a service or information you have requested from us.

**8. Visitor or Employee Data.** Visitor and Employee Data may include visitors' and employees' names, phone numbers, email addresses, locations and photographs, times of visits, visitors' employers' names, any executed visitor agreement and any other information that we capture about our visitors and employees. We will not disclose, move, access, process or use Visitor or Employee Data except as provided in our Employee Handbook.

**3. Use of Information** We use the personally identifiable and non-personally identifiable information that we collect about you as follows:

1. We will use submitted information to verify your identity, to create and maintain a Services account for you or respond to a question that you e-mail to us. We also use submitted information and collected information as necessary to provide

the features and functionality of the Services to you.

2. We may send you e-mails regarding updates or modifications to the Services.
3. We use submitted information and collected information to personalize the content that you and others see based on personal characteristics or preferences.
4. We may market our Services to you, including contacting you electronically and emailing you product news, services and technology news we think may be of interest to you.
5. We may bill you and collect money that you owe us, including authorizing and processing credit card transactions.
6. We may analyze collected information relating to your use of the Services in order to help us improve the Services and develop and improve other products and services.
7. We may use submitted information and collected information to help troubleshoot problems, provide you with required notices, enforce our Terms of Service or to alert you to changes in our policies or agreements that may affect your use of the Services.
8. We may combine personally identifiable information collected through the Services with other information that we collect about you in other contexts such as our communications with you via e-mail, phone or postal mail. We also may combine the information that we collect from you with information provided by third parties, such as

public records. We will handle such combined information in accordance with this Policy.

9. We may use your personal information to protect and/or enforce our legal rights and interests including defending any claims and for any purposes authorized by applicable laws and regulations.

**4. How We Disclose Information.** We disclose the personally identifiable and non-personally identifiable information that we collect about you as follows:

1. If you make any payments through the Services, our third party transaction processing service provider will receive your billing information. Note that the Company does not receive your billing information.
2. We may disclose aggregated, non-personally identifiable information about our user base and its usage patterns.
3. The Company uses contractors and third party service providers to provide the Services to our users and to help us provide services in connection with the Services. For example, we use third parties to help us target and implement our email communications and direct mailings. Such third parties may receive information from us for use for such purposes.
4. We also may share your information with other third parties when necessary to fulfill your requests for services; to complete a transaction that you initiate; or to meet the terms of any agreement that you have with us or our partners.
5. The Services may enable you to share personally identifiable information directly with websites or

online services operated by third parties. For example, the Services may contain links to third-party websites that incorporate comment and social media features. The Services also may contain a Facebook “like” button, a Twitter “follow” button, and other similar social media features. If you choose to use these features, you may disclose your information not just to those third-party websites and services, but also to their users and the public more generally. Because these third-party websites and services are not operated by the Company, we are not responsible for the content or practices of those websites or services. The collection, use, and disclosure of your information will be subject to the privacy policies of the third party websites or services, and not this Policy.

6. The Services may integrate certain third-party plug-ins (such as a Facebook “like” button). Even if you do not click on these plug-ins, they may collect information about you, such as your IP address and the pages that you view. They also may set and/or access a cookie. These plug-ins are governed by the privacy policy of the company providing them.
7. We may report aggregated, de-identified data relating to activity on the Services to third parties or the general public. We may combine such data with data obtained from third party sources in order to generate such reports.

**5. Legal Requirements and Other Special Circumstances.** We will use and disclose information where we, in good faith, believe that the law or legal

process (such as a court order, search warrant or subpoena) requires us to do so; to investigate, prevent, or take action regarding illegal activities, suspected fraud, or violations of our terms and conditions; or in other circumstances where we believe is necessary to protect the rights or property of Company, our users, and third parties.

6. **Advertising.** We may engage third party online advertising technology service providers to help us deliver advertisements to you on websites you visit after you visit our commercial website.\* This is a common practice known as “re-targeting.” For information about these practices, visit the [Network Advertising Initiative website](#) or the [Digital Advertising Alliance website](#) . You may remove yourself from targeted advertising of companies within the Network Advertising Initiative by [opting out here](#) , or of companies participating in the Digital Advertising Alliance program by [opting out here](#) . Like many websites, the Services do not currently respond to “do not track” browser headers, but you can limit tracking through these third-party programs by taking the steps discussed above. \*It is not used for users that access their accounts or other web pages used in operation of purchased products and services.
7. **Viewing and Amending Information.** You can log into your Services account and view or amend your user account information at any time, although you cannot change your phone number. Please note that while changes to your account information are reflected promptly in active user databases, our servers may retain previously provided information. Note that changes to, or deletion of, your Services account user

information does not affect any other information collected by the Company, which the Company may retain and continue to use or disclose in accordance with this Policy.

8. **Choices Regarding Commercial Emails.** If you opted in, from time to time the Company may send you commercial e-mails with marketing or promotional materials which may be of interest to you. You have the right to stop us from contacting you for marketing purposes at any time by unsubscribing. . We will not provide your personally identifiable information to third parties for their own marketing purposes without your consent.
9. **Security.** The personally identifiable information we collect about you is stored in limited access servers. We will maintain reasonable safeguards to protect the security of these servers and your personally identifiable information. However, no security measures are 100% effective and we cannot guarantee the security of your personally identifiable information.
10. **How Long We Keep Your Data.** The Company will keep your information for as long as is necessary to provide you with the products and services you have requested. We will also keep your information for as long as is required to comply with any contractual, warranty and/or other legal obligations. The length of time of our data is retained may therefore vary.
11. **Transfer As Corporate Asset.** In the event of a merger, sale of capital stock or assets, reorganization, consolidation or similar transaction involving Company, the information we possess (including personally identifiable information and chat content) shall be transferred as a corporate asset to the acquiring entity,

provided that such entity will continue to handle such information in accordance with this Policy.

12. **Transfer to the U.S. Or other Countries.** The Company is established in and uses facilities in the United States. Your information will be transferred to, stored, and otherwise processed in the United States or other countries where Company has facilities. The Company also may subcontract the processing of your data to, or otherwise share your data with, third parties in the United States or countries other than your country of residence. The data protection laws in these countries may be different from, and less stringent than, those in your country of residence. By using the Services or by providing any personal data to the Company, you consent to such transfer and processing of information outside of your country, even if your country has more rigorous data protection standards.
13. **Compliance with the Family Education Rights and Privacy Act (“FERPA”).** The Company’s data protection and privacy policies and practices comply with FERPA and other applicable federal and state education privacy laws. We maintain the confidentiality of Student Data in accordance with the FERPA Addendum. To the extent that a provision in this Privacy conflicts with the provision in FERPA, we will abide by the more restrictive provision.
14. **Compliance with the Children’s Online Privacy Protection Act (“COPPA”).** This Policy describes how the Company collects, processes, uses and shares information that we collect from all users including children. We only collect personal information from children in the US who are under 13 if the child’s

parent or legal guardian has provided us with the necessary consent, or if the children's educational institution has contractually agreed to obtain parental consent for the child to use the Services and to disclose information to us for educational purposes. If You have reason to believe that a child under 13 years old has provided the Company with personal information and that child's parents or school have not provided the Company with adequate consent, please contact us at [privacy@ohmnilabs.com](mailto:privacy@ohmnilabs.com).

15. **Compliance with the General Data Protection Regulation ("GDPR").** The Company manages personal data of EU users in accordance with the GDPR Addendum. To the extent that a provision in this Privacy conflicts with the provision in the GDPR, we will abide by the more restrictive provision.
16. **Internet Use.** While the Company takes reasonable steps to maintain secure Internet connections, if you provide us with personal information over the Internet, the provision of that information is at your own risk.
17. **Copyright.** All contents of the Services are copyrighted by OhmniLabs, Inc. All Rights Reserved.
18. **Trademarks.** The trademarks, logo and services displayed on this website are the property of the Company or other third parties. You are not permitted to use any of the trademarks without prior contact or consent of OhmniLabs, Inc. or such third party, as applicable.
19. **Contacting Us.** If you have any questions about this Policy and its addendums, please contact us at [privacy@ohmnilabs.com](mailto:privacy@ohmnilabs.com).

## **FERPA Addendum**

The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects personal information in students’ “educational records” from unauthorized disclosure unless an exception applies.

FERPA may require educational institutions and school districts (“Education Providers”) to obtain parental consent before disclosing Student Data outside of the educational institution. Student Data is information maintained by us or any third party on our behalf relating to an individual person enrolled at an Education Provider (“Student”), including any education records as defined under FERPA, that are disclosed by Education Providers to Company, except that Student Data does not include a record that has had personal data removed such that the Student’s identity is not uniquely identifiable from the record and there is no reasonable basis to believe that the remaining information can be used to identify an individual.

FERPA does not require audits or other certifications and therefore, academic institution that is subject to FERPA must assess itself. However, we believe we are in alignment with the requirements of FERPA.

1. If you are an Education Provider who will be using the Services with Students in connection with your educational institution, district or class located or based in the United States, Student Data provided or generated through your or your Students’ use of the Services may

be subject to FERPA. Therefore, you represent and warrant the following:

- a. You are authorized to act on behalf of, or have permission from, your educational institution or school district to enter into this Agreement and to use the Services with your Students;
- b. You will remove any Student material from any account you have access to in connection with the Services and close any account for Services used by you solely as an Education Provider or contact the Company for assistance if you unable to do so on your own once you no longer are authorized to act on behalf of your educational institution or school district;
- c. You, your educational institution, or your district will obtain any consents required under applicable law to be provided by a Student or the Student's parent or legal guardian before you enroll, sign up or permit any Student to use the Services;
- d. You will not provide to the Company Student Data of any Student under thirteen (13) years of age. Notwithstanding the foregoing, when using the OhmniLabs telepresence robots, you may provide Student Data of a Student under thirteen (13)

years of age, if you first obtain a signed and dated consent form that is voluntarily provided the parent or legal guardian of the Student.

2. The Company agrees to the following:
  - a. The Company will be considered a “school official” as that term is defined in FERPA and its implementing regulations to the extent that Education Providers subject to FERPA provide the Company with Student Data;
  - b. The Company will comply with your requests to review, modify, de-identity or delete any Student Data that the Company maintains about your Student within a reasonable time frame;
  - c. The Company will not maintain, use or disclose Student Data except as set forth herein and in the Policy as authorized by you or permitted or required by applicable law or a judicial order.

### **3. Contact Us**

If you have any questions about this Policy, and its addendums, please reach out to us at [privacy@ohmnilabs.com](mailto:privacy@ohmnilabs.com).

## **GDPR Addendum**

If you are based in the European Union (EU) and use our Services, you agree to these additional terms pertaining to the General Data Protection Regulation (the “GDPR Addendum”).

We are committed to complying with the GDPR when handling Account and Marketing Data about our users based in the EU. The GDPR regulates the collection, processing and transfer of an end user’s personal data if the user is located in the EU.

### **1. Processing Personal Data**

The Account and Marketing Data the Company may process is described in the Policy. The legal basis for our processing of Account and Marketing Data is your consent. For certain Account and Marketing Data, processing is also necessary for the performance of a contract to which you are a party. In addition, we may process any of your personal data where such processing is necessary for compliance with applicable laws.

To use the Site, you do not have to provide us with your name or contact information. However, you must provide us with your name and contact information when using the Services. We will not be able to provide all of our Services

to you if you do not provide your name and contact information.

## **2. Your Rights under GDPR**

Your rights in relation to your personal data under the GDPR include the following:

- Right to Access – If you request from us, we will confirm whether we are processing your personal data and provide you with a copy of that personal data;
- Right to Data Portability – You may obtain your personal data from us that you have consented to give us or that is necessary to perform a contract with you. We will provide this personal data in a commonly used, machine readable and interoperable format to enable data portability to another data controller. Where technically feasible, and at your request, we will transmit your personal data directly to another data controller;
- Right to be Erased – We delete your personal data when it is no longer needed for the purposes for which you provided it, or for the duration required for compliance with applicable law, whichever is longer. We will delete your personal data upon your written request if deletion does not contravene any applicable laws. If we have shared your personal data with any third parties, we will take reasonable steps to inform those third parties to delete your personal data;
- Right to Object to Processing – You may request that we stop processing your personal data at any time, and we will do so to the extent required by the GDPR;
- Right to Rectification – If the personal data we hold about you is inaccurate or incomplete, you have the

- right to have it rectified or completed. We will take every reasonable step to ensure personal data which is inaccurate is rectified. If we have shared your personal data with any third parties, we will tell them about the rectification where possible;
- Right to Report to a Supervisory Authority – You may report any concerns you have about our privacy practices to the relevant data protection supervisory authority.
  - Right to Restrict Processing – You may request that we restrict or block the processing of your personal data in certain circumstances. If we have shared your personal data with third parties, we will tell the third parties about this request where possible;
  - Right to Withdraw Consent – You may withdraw your consent at any time if the basis of our processing of your personal data is consent.

Where your personal data is processed for the purposes of direct marketing, you have the right to object to such processing.

If you would like to exercise any of the above rights, please contact us at [privacy@ohmnilabs.com](mailto:privacy@ohmnilabs.com).

### **International Transfer of Data**

The Account and Marketing Data may be transferred to, and stored in, a country operating outside the European Economic Area (EEA). Under the GDPR, the transfer of personal data to a country outside of the EEA may take place where the European Commission has decided that the country ensures an adequate level of protection. In the

absence of an adequacy decision, we may transfer personal data provided appropriate safeguards are in place.

Some of the Account and Marketing Data we collect is processed in the United States (where our registered office is located). This country is not subject to an adequacy decision by the European Commission and instead, in transferring your personal data to this country, we take other appropriate safeguards as prescribed by the GDPR. We adhere to the guidelines under the EU-US Privacy Shield framework.

### **Data Retention Policy**

Account and Marketing Data that we collect and process will not be kept longer than necessary for the purposes for which it is collected, or for the duration required for compliance with applicable law, whichever is longer.

### **Contact Us**

If you have any questions about this Policy, and its addendums, please reach out to us at [privacy@ohmnilabs.com](mailto:privacy@ohmnilabs.com).