



## Privacy and Security Policy

Welcome to [www.playermapxray.com](http://www.playermapxray.com), home of PLAYER MAP X-Ray ("PMX"), owned and operated by PLAYER MAP, Inc. ("PM"). PM values the privacy of each user who accesses our website, and we have adopted this Privacy and Security Policy ("Policy") to disclose our data collection and disclosure policies and practices for this website and all related web pages (the "Site"). Please contact us should you have questions regarding this Policy at [pmx@playermap.com](mailto:pmx@playermap.com)

### Consent

By using the Site, you consent to this Policy. If you do not consent to this Policy, please refrain from using the Site. All information gathered from the Site, including any information specifically relating to you, will be stored and processed in the United States. If you access the Site from a location other than the United States, your use of the Site constitutes consent to the transfer of your information to the United States.

### Security of Your Information

Your PMX account is protected via a login and password which you create or is created for you by your Salesforce® CRM manager, and all login, password and PMX data is secured via SSL encryption site wide. PMX is provided as a Subscription, and CANNOT BE SHARED OR ACCESSED BY ANYONE OTHER THAN USER (i.e. 1 PMX Subscription for 1 PMX User), so only you can access and modify your PMX account. Accordingly, you have the responsibility to safeguard all PMX login and password information, so no other person can access your account. PM saves your personal information in a secure environment so that you can easily use our services upon return visits. PM may retain information we gather about you indefinitely.

### Collection and Use of Information

**Personal Information.** PM collects personal information from PMX users only on a voluntary basis. When creating a PMX account on the Site, each user provides their name, title, e-mail address, phone number and company name, and creates their username and password for PMX Standard (username and password are automatically configured in PMX for Salesforce). We use your personal information only to provide you PMX services through the PMX Site. From time-to-time, PM may use your e-mail or phone to contact you regarding PMX (i) support, (ii) upgrades, (iii) usage tips, (iv) new products or services, or (v) subscription; however you may choose to opt-out of such communications if you prefer not to receive them. To opt-out of any such e-mail communications from PM, please e-mail your request to opt-out to [pmx@playermap.com](mailto:pmx@playermap.com). Payment for PMX is processed by invoice to your company or via PayPal, and as such, PM does not collect any personal financial information.

**Viewing Information.** You may view and edit your personal information online through your PMX account on the "My Account" page in the PLAYER MAP X-Ray Standard version or on the "My Profile" page in the PLAYER MAP X-Ray for Salesforce.com® version.

**Non-Personal & Anonymous Information.** Regardless of whether you register with the Site, PM collects non-personal and anonymous information from all our users to be used in an aggregate fashion. This information helps us to determine how we can create a better experience for our users. Accordingly, PM collects system-related information (e.g. IP address, browser type, operating system type, and pages accessed) to be used for system administration purposes, to help diagnose problems with our servers, to monitor traffic patterns, to determine which services are used most frequently, and to assess site usage.

### Disclosure of Your Information

PM does not sell or rent your personal information to third parties. PM may share your personal information with third parties employed by PM to perform functions on our behalf (e.g. PayPal for subscriptions, NIRD for services) to satisfy your use of PMX. If one of PM's business lines or the entire business is acquired or transferred, whether by merger, consolidation or purchase of a substantial portion of assets, PM may disclose and transfer your personal information to such third party. In addition, if PM becomes the subject of a bankruptcy or insolvency proceeding, whether voluntary or involuntary, PM or its trustee in bankruptcy may sell, assign, license or otherwise transfer your personal information in a transaction approved by the appropriate court.

PM may disclose your personal information to third parties when we believe, in good faith and in our sole discretion, that such disclosure is reasonably necessary to: (a) enforce or apply the terms of this Policy; (b) comply with law enforcement, legal, national security or regulatory requirements; (c) protect the rights, property or safety of PM, our users or other third parties; or (d) prevent a crime or protect national security. PM may disclose de-identified aggregate information to its clients, business partners, merchants, advertisers, potential advertisers, investors, potential buyers and other third parties if PM deems such disclosure, in its own discretion, to have sound business reasons or justification.

### Third Party Sites

The Site may contain links to other websites over which we have no control (e.g. [www.linkedin.com](http://www.linkedin.com) and [www.salesforce.com](http://www.salesforce.com) as subscribed to by you or your company). PM is not responsible for the privacy practices or policies of other websites and entities, even if another website is accessed or linked to or from the Site. We encourage you to review the privacy policies and terms and conditions of such websites so that you can understand how those entities collect, use, and share your information. This Policy applies only to the Site and information that PM collects on this Site.

### **EU-US and Swiss-US Privacy Shield Framework**

PM complies with the EU-US Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from European Union and Switzerland to the United States, respectively. PM has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the policies in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>

In compliance with the EU-US and Swiss-US Privacy Shield Principles, PM commits to resolve complaints about your privacy and our collection or use of your personal information. European Union or Swiss individuals with inquiries or complaints regarding this privacy policy should first contact PM at [pmx@playermap.com](mailto:pmx@playermap.com). PM has further committed to refer unresolved privacy complaints under the EU-US and Swiss-US Privacy Shield Principles to an independent dispute resolution mechanism, the BBB EU Privacy Shield, operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed by PM, please visit <http://www.bbb.org/EU-privacyshield/for-eu-consumers> for more information and to file a complaint.

### **Cookies**

The Site uses cookies, a small text file that is recorded on your hard drive by a web page server. It is not used to deliver viruses or other harmful programs to your computer. Cookies allow PM to monitor traffic patterns and site usage, which help make the Site more useful. Please note that you can set your browser to notify you each time a cookie is created and permit you to accept or decline cookies on an individual basis or to accept cookies from Site. However, please be advised that declining cookies may hinder performance of the Site and thereby negatively impact your experience using the Site if cookies are ever used on the Site. Anonymous aggregate information collected on the Site may be used to provide advertisements of products or services that may interest you. When you click on any of these advertisements, a cookie may be placed on your computer by a third party. Use of this cookie would be subject to the third party's privacy policies; however, please note that these third parties and third party advertisers would not have access to PM cookies placed on your computer.

### **Unauthorized Access**

Although PM has implemented extensive physical and technical measures to help protect your information, no technical measures are guaranteed to completely prevent unauthorized access, use, or disclosure, and PM makes no such guarantees.

### **Children**

The Site is not intended for children. PM does not knowingly or specifically collect personal information from users under 18 years of age or authorize such users to use the Site or PM services. However, adults with custodial care of a minor may use the Site for entering a purchase order on behalf of the minor. If PM becomes aware that it has collected personal information from a user under 18 years of age, it retains the right to take steps to delete such information from its database.

### **Liability Limitation.**

The sole liability of PM per the terms of the PMX subscription agreement shall not exceed the amount paid by you or your company for PMX. PM is liable for third parties engaged on our behalf unless PM proves it is not responsible for the event that caused the damage, but in no event shall PM be liable in any way for any claims for any indirect, special or consequential damages or losses of any kind.

**Dispute Resolution.** If a dispute arises between Client and any of the PM Parties, it is the goal of PM to work in good faith with Client to quickly and amicably resolve the dispute. All disputes, claims, or controversies ("Claims") arising under or relating to this Agreement, this website, or the goods or services that cannot be resolved informally, will be finally resolved by binding arbitration as described herein.

Any dispute arising under or related to this Agreement, PMX or [www.playermapxray.com](http://www.playermapxray.com) (including the ability to arbitrate such a dispute and the existence, validity, interpretation, performance, termination or breach thereof) shall be finally settled by binding arbitration by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association ("AAA"), with the arbitration to be commenced no later than one (1) year after such Claim accrues (in absence of which it shall be deemed forever waived). A judgment upon an arbitrator's award may be entered by any court of competent jurisdiction. The arbitrator shall be an expert in the field of Internet services. To the extent permitted by applicable law, Client agrees that there shall be no class action arbitration related to this Agreement or the goods or services. Unless specifically stated otherwise in this Agreement, all parties shall bear their own expenses, except that the parties shall equally share the expenses of the arbitrator (except for the required non-refundable filing fees which shall be paid solely by the party asserting the related Claim).

The above obligations to arbitrate shall not prevent PM from seeking injunctive relief related to claims pertaining to PM Confidential Information, or prevent a party from seeking a preliminary injunction, temporary restraining order, specific performance or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute.

Exclusive jurisdiction and venue for arbitration or any other legal action or proceeding in any way related to this Agreement, PMX or PM shall be in Milwaukee, Wisconsin. Any matter brought before a court shall be brought solely in the state or federal courts located in Milwaukee, Wisconsin.

### **Policy Changes**

We reserve the right to change this Policy at any time and for any reason. In particular, PM may modify this Policy from time-to-time to reflect changes in the way we collect, use or disclose information or to reflect changes in privacy laws, regulations and/or industry standards. We reserve the right to make the revised policy effective for information we already have about you as well as information received in the future. Accordingly, we encourage you to review this Policy from time to time in the future. Your continued use of the Site following changes to this Policy indicates your acceptance of those changes.

**Applicable Law and Website Terms and Conditions of Use**

This Policy is governed by the laws of the State of Wisconsin, without regard to conflicts of law principles. This Policy is further incorporated into by reference and made an integral part of the PM Website Terms and Conditions of Use (“Terms”) that you have accepted in accessing this Site. All disputes arising hereunder shall be resolved in accordance with the dispute resolution procedures set forth in the Terms. PM is subject to the investigatory and enforcement powers of the Federal Trade Commission.