



Privacy and Security Policy

Welcome to www.playermap.com and www.playermapxray.com (home of PLAYER MAP X-Ray or “PMX”), with both websites being owned and operated by PLAYER MAP, Inc. (“PM”). PM values the privacy of each person who accesses the websites (the “User”), and we have adopted this Privacy and Security Policy (“Policy”) to disclose our data collection and disclosure policies and practices for the websites and all related web pages (the “Site”). Please read the entire agreement, and contact us should you have questions regarding this Policy at pmx@playermap.com

Collection and Use of Information

PM collects personal information from you only on a voluntary basis, and processes it in accordance with the EU General Data Protection Regulation (GDPR) requirements directly applicable to PM providing PMX services. Any information User provides to PM or creates in the PMX account setup process, including without limitation, name, title, e-mail, phone, company, address, login, password and other personally identifiable information, will be true, accurate, current and complete information. PM uses personal information only to provide PMX services, and may e-mail or phone User regarding PMX (i) support, (ii) upgrades, (iii) usage tips, (iv) new products or services, or (v) subscription; however, User may choose to opt-out of such communications via an e-mail request to 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.

You can 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® version or request a copy at pmx@playermap.com

Security of Your Information

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. 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.

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 in an effort to satisfy your inquiry. PM may share your personal information with third parties (e.g. PayPal) so that your PMX subscription can be processed. PM may disclose your personal information to entities employed to perform functions on our behalf. 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 parties. 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 deidentified 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.

Data Privacy Framework (DPF): EU-U.S. DPF, the UK Extension, and the Swiss-U.S. DPF

PM complies with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF as set forth by the U.S. Department of Commerce. PM has certified to the Department of Commerce that it adheres to the EU-U.S. DPF Principles with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom and Gibraltar (UK) in reliance on the UK Extension to the EU-U.S. DPF. PM has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. DPF Principles with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>

With respect to personal data received or transferred pursuant to the DPF, PM is subject to the regulatory and enforcement powers of the Federal Trade Commission (FTC). Pursuant to the DPF, EU, UK and Swiss individuals have the right to obtain our confirmation of whether we maintain personal information relating to you in the United States. Upon request, we will provide you with access to the personal information that we hold about you. You may also correct, amend, or delete the personal information we hold about you. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data transferred to the United States under DPF, should direct their query to pmx@playermap.com. If requested to remove data, we will respond within a reasonable timeframe. We will provide an individual opt-out choice, or opt-in for sensitive data, before we share your data with third parties other than our agents, or before we use it for a purpose other than which it was originally collected or subsequently authorized. To request to limit the use and disclosure of your personal information, please submit a written request to pmx@playermap.com

PM’s accountability for personal data that it receives in the United States under the DPF and subsequently transfers to a third party is described in the DPF Principles. In particular, PM remains responsible and liable under the DPF Principles if third-party agents that it engages to process personal data on its behalf do so in a manner inconsistent with the principles, unless PM proves that it is not responsible for the event giving rise to the damage.

In compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF, PM commits to resolve complaints about our collection or use of your personal information transferred to the U.S. pursuant to the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and Swiss-

U.S. DPF. EU, UK and Swiss individuals with inquiries or complaints should first contact PM by email at pmx@playermap.com. PM has further committed to refer unresolved DPF Principles-related complaints to a U.S.-based independent dispute resolution mechanism, Data Privacy Framework Services operated by BBB National Programs. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <https://bbbprograms.org/dpf-complaints/> for more information and to file a complaint. This service is provided free of charge to you. If your DPF complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See <https://www.dataprivacyframework.gov/s/article/ANNEX-I-introduction-dpf>

Cookies, Traffic and IP Addresses

The Site uses cookies (i.e. small text file that is stored on your computer, phone or tablet to facilitate communication with PMX), and PM monitors Site usage, traffic patterns, and IP addresses to help PM improve PMX performance. Please note that you can set your browser to notify you each time a cookie is created to enable you to accept or decline cookies on an individual basis, but please be advised that declining cookies will hinder PMX performance.

PM collects system-related information (e.g. 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.

Third-party Sites

The Site may contain links to third-party websites over which we have no control (e.g. www.linkedin.com and www.salesforce.com as subscribed to by you or your company). PM is not responsible for the privacy practices or policies of third-party websites and entities, even if another website is accessed or linked to or from the Site, and 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, and nothing shall be deemed to create any relationship with a third-party.

Consent

By using the Site you consent to this Policy, so 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 so your use of the Site constitutes consent to the transfer of your information to the United States.

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.

Policy Changes

PM reserves the right, at its discretion, to change terms of 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

PM controls and operates the Site from our offices within the State of Wisconsin in the United States, therein 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.