

Merkury Smart Privacy Policy Statement

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Merkury Smart is a trademark of Merkury Innovations LLC. In this privacy policy, “Merkury”, “Merkury Smart” “we” and “us” refers to Merkury Innovations LLC and third-party partners who provide essential services to delivering the Merkury Smart app, hardware, and services. Merkury Innovations LLC recognizes that your privacy is important, and we take it seriously. This Privacy Policy describes the collection, use and disclosure of your information when you access or use (a) our websites (including www.myMerkurySmart.com, www.merkuryinnovations.com, and any dashboards or portals that we make available to our customers, users and others) (collectively, the 'Sites'), (b) software (such as apps, reference tools, libraries and widgets) that we make available (the 'Software') which may be installed on your phone, tablet, wireless device, computer or server ('Device'), and/or (c) our cloud services. The Sites, Software, Merkury Smart Cloud and any services we provide in connection with one or more of the foregoing are collectively referred to as the 'Services'. This Privacy Policy also applies to information that may be transmitted to us by our customers through software provided by them or other third parties ('Third Party Software'), through Activated Machines (described below) or through other means. This Privacy Policy does not apply to how third parties collect, use, disclose or retain information.

This Privacy Policy explains how we may collect, use, transfer, retain, secure and disclose your personal data and/or personal data about our customers or end users that you provide to us pursuant to your use of the Merkury Smart Cloud Platform and/or our Cloud Services, as well as other terms relating to data location. It also describes your choices regarding use, access, and correction of your personal data. By accessing the Merkury Smart Cloud Platform or using the Cloud Services, you consent to the collection, use, transfer, retention, and disclosure of such personal data in accordance with the terms of this Privacy Policy and agree to accept and be bound by the terms herein.

Many of our Cloud Services offered through the Merkury Smart Cloud Platform are intended for use by business organizations. You acknowledge and agree that if you use your organization's email address to register an account and purchase or use our Cloud Services, the owner of the domain associated with your organization's email address, and/or your organization, may monitor or control your account with the Merkury Smart Cloud Platform and access, process, and/or control your personal data, as well as the contents of your communications and files. You acknowledge and agree that your organization's use of our Cloud Services may be subject to your organization's own rules or policies, and you shall direct all privacy enquiries relating to such rules or policies to your organization's administrators. We are not responsible for the privacy or security practices of your organization.

Information We Collect:

1. **Personal Information.** We collect both personal information and non-personal information. Personal information identifies you or another person as an individual and includes such items as your name, address, phone number and email address. We collect personal information through your use and interaction with our Services, such as you when you transmit

communications through the Software, Sites or Third Party Software, when you register for an account with us, when you post messages and content through the Software, Sites or Third Party Software, when you send us an email or other communication, or when you transmit to us personal information through the Mercury Smart Cloud, through an Activated Machine or through other means. Also, personal information may be collected automatically through the Software, Third Party Software and directly from an Activated Machine to the Mercury Smart Cloud. Please be aware that certain Software installed on your Device may access other files on your Device, such as your contacts, photographs, audio and video clips and your contact information. If you activate your device through Third Party Software, personal information may be transmitted to us by such Third-Party Software in addition to, or instead of, directly through your activated device. Please be aware that the collection, use, disclosure, retention, and other practices of any third party who collects your information is subject to the privacy policy of such third party, which we do not control.

2. Non-Personal Information. Non-personal information does not personally identify you or another person as an individual and includes such items as aggregated information, demographic information and any other information that does not reveal your or another individual's specific identity. We and our third-party service providers may collect non-personal information from you, your Activated Device, the Software, Third Party Software, and other means. Non-personal information includes the following: (a) the unique device ID number of your Device ('UDID'), the MAC address of your Activated Device and the IP address of your Device; (b) the wireless connection information of your Activated Machine (i.e. your home Wi-fi network); (c) OS type and version, browser type and version, push notice identifier, and mobile network information of your Device; (d) traffic data, location data, logs, communication data, and data about the resources you use through the Software, Sites or Third Party Software; (e) real-time location information about your Device and Activated Machine; (f) usage, performance and diagnostic information about your Activated Machine; (g) information that has been aggregated in a manner such that it does not personally identify you or any other individual; and (h) metadata and other information associated with other files stored on your Device, such as photographs, audio and video clips, personal contacts and address book information. Permission to access your device's location data may be required for core app functionality, including, but not limited to, searching for and pairing a device to your home network, accessing your local networks, using local weather-based services, or other geo-location services to set automations for devices, and organizing your devices in the app based on the physical address you provide. We will ask permission for each use in the context of the relevant feature that requires that permission and allow you to change your permission settings at any time.

3. Cookies and Other Technologies. When you visit the Sites, we may send one or more 'cookies,' which are small data files, to your Device to uniquely identify your browser and let us help you log in faster and enhance your navigation through the Sites. If you use Third Party Software, the provider thereof may send one or more cookies to your Device. Cookies help us measure, for example, the total number of visitors to our Sites, the number of visitors to each page of our Sites, how our users use and interact with the Services, and the domain names of

our visitors' Internet service providers. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. If you do not want cookies to be installed on your Device, there is a simple procedure in most browsers that allows you to decline the use of cookies. Please be aware that some features of the Sites and Services will not function properly if the ability of your Device to accept cookies is disabled.

4. We may also use web beacons to track usage patterns of users of the Services. Additionally, we may use HTML-based emails sent to our users to track which emails are opened by recipients. The information is used to enable more accurate reporting and make the Services better for our users.

5. IP Address and UDID. Your IP address is a number that is automatically assigned to your Device by your Internet service provider, your UDID (or similar ID) is the unique identification number associated with your Device, and your MAC address is the unique number assigned to your machine. Your IP address, UDID and/or MAC address are identified and logged automatically in our server log files whenever you visit the Sites, use the Software or Third-Party Software to connect to the Merkury Smart Cloud, or when your Activated Machine communicates with the Merkury Smart Cloud, along with the time(s) of such visit(s), the page(s) on the Sites that were visited, the features within the Software and Merkury Smart Cloud that were accessed and used. Collecting IP Addresses is standard practice on the Internet and is done automatically by many web sites. Please note that we treat IP addresses, UDIDs, MAC addresses, server log files and related information as non-personal information, except where we are required to do otherwise under applicable law.

6. Tracking. We honor do-not-track signals or similar technologies that our systems detect and identify. We do not track, plant cookies, or use advertising when such do-not-track (DNT) browser mechanism is in place on your Device.

How We Use Your Information:

Personal Information. We may use your personal information in the following ways:

To create an account when you register with us.

To contact you about help based on diagnostic information about your Activated Machine.

To fulfill your requests, respond to your inquiries, provide services, or complete transactions you have requested.

To inform you about services that we believe may be of interest to you. If we do so, each communication we send you will contain instructions permitting you to opt-out of receiving future communications of that nature.

To send you important information regarding the Services, changes to our terms, conditions, and policies and/or other administrative information. Because this information may be important, you may not opt-out of receiving such communications.

To resolve problems or issues with the Services or other users.

For our internal business purposes, such as data analysis, audits, developing new products or services, enhancing and improving the Services, and identifying usage trends.

As we believe to be necessary or appropriate: (a) in any manner permitted under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations, business and systems; (f) to protect our rights, privacy, safety or property, and/or that of other users, including you; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

Non-Personal Information. Because non-personal information does not identify you in any way, we may use and share with third parties for any purpose, including our own internal business purposes. If non-personal information is combined with any of your personal information, then such combined information will be treated by us as personal information for so long as such information is combined.

How We Share Your Information:

Personal Information We do not sell your personal information for marketing purposes. We limit disclosure of your personal information as listed below:

To our third-party service providers who perform certain business-related functions for us, such as website hosting, data analysis, payment and credit card processing, infrastructure provision, IT services, customer service, e-mail delivery services, and other similar services to enable them to provide services to us.

To our customers and other business affiliates who provide you, directly or indirectly, with your Activated Machine, Third Party Software, and/or networks and systems through which you access and use the Sites, Software and/or Merkury Smart Cloud and/or through which you transmit information to us.

To an affiliate or other third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets, or stock (including without limitation in connection with any bankruptcy or similar proceedings).

As we believe to be necessary or appropriate: (a) in any manner permitted under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations, business and systems; (f) to protect our rights, privacy, safety or property, and/or that of other users, including you; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

Except for the third parties described above, to third parties only with your consent. Please note that we do not control any third parties' use or disclosure of your information.

Non-Personal Information. Because non-personal information does not identify you in any way, we may share non-personal information with any third party for any purpose.

Other Important Terms Regarding Our Privacy Practices.

Information You Post or Share.

We cannot control the actions of other users of the Service with whom you share your personal information with, including any information you post or share on any public area of the Services or other area of the Services where you post or share information with third parties. Please be aware that any information that you share or post on an area of the Services intended to be viewed and accessed by third parties may be viewed, collected, and used by others. We do not control how others will use or share any information shared or posted by you.

Third Party Services.

The Services may contain links to other web sites or services not operated or controlled by Merkury Innovations ('Third Party Services'). The privacy practices of Third-Party Services may vary from this Privacy Policy and we recommend that you contact the Third-Party Services directly for information about their privacy practices. Any links from the Services to Third Party Service do not imply that Merkury Innovations endorses or has reviewed the Third-Party Services.

Protecting Your Information.

We use commercially reasonable, physical, administrative, and technical safeguards to preserve the integrity and security of your personal information. Unfortunately, no data transmission over the internet or data storage system can be guaranteed to be 100% secure. Therefore, we cannot ensure or warrant the security of any information you transmit or provide to us or guarantee that your information on the Services may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, administrative and/or technical safeguards. Additionally, we will not be responsible or liable to you for third party circumvention of our security measures. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any account you might have with us has been compromised), you must immediately notify us of the problem at support@merkurysmart.com.

Opting Out of Receiving Communications from Us.

You may opt out from receiving marketing-related emails or other communications from us on a going-forward basis by reaching out to support@merkurysmart.com. We will comply with your opt-out request as soon as reasonably practicable. Please note that if you opt out as described above, this will apply to marketing messages from us only. We will not be able to remove your personal information from the database of any other party with whom you have shared such information or from third parties to whom you have previously authorized us to share such information (i.e., to which we have already provided your personal information as of the date that we implement your opt-out request). Please also note that if you do opt-out of receiving marketing-related messages from us, we may still send you important administrative messages, and you cannot opt-out from receiving administrative messages.

Accessing and Changing Your Personal Information.

If you would like to access, change, update or delete your personal information that you provided directly to us, you may contact us at support@merkurysmart.com. We provide reasonable access to view and correct your personal information, and where applicable, to delete your personal information. In your request, please make clear what information you

would like to have changed, whether you would like to have your personal information deleted from our database. To comply with your request, we will first need to authenticate your identity, then we will try to comply with your request as soon as reasonably practicable. Again, we cannot remove your personal information from the database of any other parties with whom you have shared such information or from third parties to whom you have previously authorized us to share such information. We may need to retain certain information for record keeping purposes, and there may also be residual personal information that will remain within our databases and other records even after you have requested the removal of your personal information from our databases.

Your California Privacy Rights.

California Civil Code Section 1798.83 permits users of the Software that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us at support@merkurysmart.com. We do not disclose personal information to third parties for their direct marketing purposes without your consent.

Retention Period.

We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy or to otherwise fulfill a legal obligation unless a longer retention period is required or permitted by law.

Children's Privacy.

Protecting the privacy of young children is especially important to us. The Services are not directed to individuals under the age of thirteen (13), and we do not knowingly collect personal information from anyone under the age of thirteen (13). If we become aware that we have collected personal information from anyone under the age of thirteen (13) without permission from that child's parent or legal guardian, we will take immediate steps to remove that information.

Storage of Personal Information.

Except to the extent prohibited by law, we may store and back-up personal information within databases located within and outside of the United States. All data from users registered to accounts in the United States are stored in the United States.

Jurisdictional Issues.

We do not represent or warrant that the Services, or any part thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access the Services do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules, and regulations. By providing personal information through the Services, you consent to the transfer of personal information to other countries, which may provide a different level of data security than in your country of residence, except to the extent prohibited by law.

Privacy by Design.

We apply privacy requirements and the principles of our Privacy Policies when designing our products and when implementing new technologies internally.

If you have any questions about our practices or this Privacy Policy, please contact us by email at support@merkurysmart.com.