

This Privacy Policy and Terms of Services describes Winmore, Inc.’s (“Winmore”, “we”, “us” or “our”) practices regarding the collection, use and disclosure of the information we collect from and about you when you use Winmore’s web-based and mobile applications (the “Service”). We take our obligations regarding your privacy seriously and have made every effort to draft this Privacy Policy in a manner that is clear and easy for you to understand. By accessing or using the Service, you agree to this Privacy Policy and Terms of Services.

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Our Collection and Use of Information

Information You Provide to Us

We collect personal information, such as your name and email address, when you register for an account on the Service. You may also provide us with optional information such as a photograph. Your name, email address and any optional profile information that you elect to associate with your account is referred to herein as your “Profile Information”.

We may use your email address to send you Service-related notices (including any notices required by law, in lieu of communication by postal mail). We may also use your email address to send you announcements and information about other products or services (including third party services) that you may be interested in (together, the “Marketing Messages”). You may opt-out of receiving Marketing Messages at any time by following the instructions provided in the Marketing Message. Through your account interface, you may also opt-out of receiving categories of Service-related notices that are not deemed by Winmore to be integral to your use of the Service.

Even if you are not a registered user of our Service, if you email us we may retain a record of such email communication, including your email address, the content of your email, and our response.

Your Content

Your use of the Service will involve you uploading or inputting various content into the Service; including but not limited to: emails, tasks, file attachments, record data, coworker names and conversations (together, the “Content”).

You control how your Content is shared with others via your settings on the Service. Winmore may view or disclose your Content only as necessary (i) to maintain, provide and improve the Service; (ii) to resolve a support request from you; (iii) if we have a good faith belief, or have received a complaint alleging, that such Content is in violation of our Acceptable Use Guidelines; (iv) as reasonably necessary to allow Winmore to comply with or avoid the violation of applicable law or regulation, or to comply with an order of a court or agency of competent jurisdiction; or (v) to comply with a valid legal subpoena or request that meets the requirements of our Law Enforcement Guidelines. We may also analyze the Content in aggregate and on an anonymized basis, in order to better understand the manner in which our Service is being used.

Information We Collect Automatically

We use technologies like cookies and pixel tags to provide, monitor, analyze, promote and improve the Service. For example, a cookie is used to remember your user name when you return to the Service and to improve our understanding of how you interact with the Service. You can block cookies on your web browser; however please be aware that the Service will not function properly if the ability to accept cookies is disabled..

Log Files

When you use the Service, our servers automatically record certain information in server logs. These server logs may include information such as your web request, Internet Protocol (“IP”) address, browser type, referring / exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, mobile carrier, and other such information. Log files help us to monitor, analyze, improve and maintain the Service and to diagnose and fix any Service-related issues.

Device Identifiers

When you access the Service using a mobile device, we collect specific device information contained in your mobile device’s “device identifier.” This device identifier includes information such as the type of device you are using, its operating system, and mobile network information, which may include your mobile phone number. We may associate this device identifier with your Service account and will use data associated with your device identifier to customize our Services to your device and to analyze any device-related issues.

Location Information

We may collect and process information about the location of the device from which you are accessing the Service. Location data may convey information about how you browse the Service and may be used in conjunction with personally identifiable information. You can disable location-based services in settings associated with the Service; however please be aware that some features of the Service may not function properly if location services are turned off.

How We Share Your Information

We may share the information we collect from you with third parties as detailed below.

As Directed by You

If you elect to use a third-party application to access the Service, then we may share or disclose your account and Profile information and your Content with that third party application as directed

by you. Please remember that we are not responsible for the privacy practices of such third parties so you should make sure you trust the application and that it has a privacy policy acceptable to you.

With Trusted Service Providers and Business Partners

We may utilize trusted third-party service providers to assist us in delivering our Service. For example, we may use third parties to help host our Service or send out email updates. These service providers may have access to your information for the limited purpose of providing the service we have contracted with them to provide. They are required to have a privacy policy and security standards in place that are at least as protective of your information as is this Privacy Policy. We may also store personal information in locations outside the direct control of Winmore (for instance, on servers or databases co-located with hosting providers such as Salesforce.com and Amazon Web Services).

With Law Enforcement or In Order to Protect Our Rights

We may disclose your information (including your personally identifiable information) if required to do so by law or subpoena and if the relevant request meets our Law Enforcement Guidelines. We may also disclose your information to our legal counsel, governmental authorities or law enforcement if we believe that it is reasonably necessary to do so in order to comply with a law or regulation; to protect the safety of any person; to address fraud, security or technical issues; or to protect Winmore's rights or property. Further, Winmore may be subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC)/the Department of Transportation.

Privacy Shield Framework Compliance

Winmore complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union to the United States. (Your organization name) has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this Privacy Policy and Terms of Services and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>

In compliance with the Privacy Shield Principles, Winmore commits to resolve complaints about our collection or use of your personal information. Individuals in the European Union (EU) with inquiries or complaints regarding our Private Shield policy should first contact Winmore at: contact@Winmore.app.

Winmore has responsibility for the processing of personal information it receives under the Privacy Shield and subsequently transfers to a third party acting as an agent on its behalf. Winmore shall remain liable under the Privacy Shield Principles if its agent processes such personal information in

a manner inconsistent with the Privacy Shield Principles, unless the Winmore proves that it is not responsible for the event giving rise to the damage.

Winmore has further committed to cooperate with EU data protection authorities (DPAs) with regard to unresolved Privacy Shield complaints. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please contact the EU DPAs for more information or to file a complaint. The services of EU DPAs are provided at no cost to you.

In an Aggregate and Non-Personally Identifiable Manner

We may disclose aggregate non-personally identifiable information (such as aggregate and anonymous usage data, platform types, etc.) about the overall use of our Service publicly or with interested third parties to help them understand, or to help us improve, the Service.

In Connection With a Sale or Change of Control.

If the ownership of all or substantially all of our business changes, we may transfer your information to the new owner so that the Service can continue to operate. In such case, your information would remain subject to the promises and commitments contained in this Privacy Policy until such time as this Privacy Policy is updated or amended by the acquiring party upon notice to you.

How We Protect Your Information

The security of your information is important to us. When you enter sensitive information (such as a password) as part of our service, we encrypt the transmission of that information using industry-standard encryption.

Winmore uses commercially reasonable and industry-standard physical, managerial, and technical safeguards to preserve the integrity and security of your information. For example, we continuously and regularly backup your data to help prevent data loss and aid in data recovery. We also guard against common web attack vectors, host data in secure SAS 70 audited data centers, and implement firewalls and access restrictions on our servers to secure our network and better protect your information.

If you have any questions about security on our Service, you can contact us at compliance@Winmore.app.

Risks Inherent in Sharing Information

Although we allow you control over where you share your Content and what information is included in your Profile and take reasonable steps to maintain the security of the information associated with your account, please be aware that no security measures are perfect or impenetrable. We cannot control the actions of other users with whom you share your Content and we are not responsible for third party circumvention of any privacy settings or security measures on the Service.

Your Choices About Your Information

You may, of course, decline to submit personally identifiable information through the Service, in which case Winmore may not be able to provide certain services to you. You may update or correct your account information, and access your personal data at any time by logging into your account.

Winmore Community Sites

Information you provide in comments to our public community sites, such as blogs, are public and may be read, collected, and used by others who view those blogs. Your posts will remain even after you cancel your Service account.

Safe Harbor

Winmore complies with the U.S. – E.U. Safe Harbor Framework and the U.S. – Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from European Union member countries and Switzerland. Winmore has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, please visit <http://export.gov/safeharbor>.

In compliance with the US-EU and US-Swiss Safe Harbor Principles, Winmore commits to resolve complaints about your privacy and our collection or use of your personal information. European Union or Swiss citizens with inquiries or complaints regarding this privacy policy should first contact Winmore at: contact@Winmore.app.

Children's Privacy

Our Service is not directed to persons under 13. Winmore does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register for an account on the Service. If we become aware that we have collected personal information from a child under age 13 without verification of parental consent, we take steps to remove that

information. If you believe that we might have any information from or about a child under 13, please contact us at compliance@Winmore.app.

International Data Transfer

We may transfer information that we collect about you, including personally identifiable information, to affiliated entities, or to other third parties (as provided herein) across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that you are transferring information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. and the use and disclosure of information about you, including personal information, as described in this Privacy Policy.

Links to Other Web Sites

We are not responsible for the practices employed by websites linked to from within the Service, nor the information or content contained therein. Please remember that when you use a link to go from the Service to another website, our Privacy Policy is no longer in effect and your activities on that third-party website is subject to such third party website's own rules and policies.

Do Not Track Signals

Some browsers have a "Do Not Track" feature that lets you tell websites that you do not want to have your online activities tracked. We currently do not respond to "Do Not Track" signals.

Binding Arbitration

Except for disputes arising from an alleged violation of intellectual property rights or breach of confidentiality, for which the injured party may suffer irreparable harm and may seek a restraining order, preliminary injunctive relief, an injunction, specific performance or other equitable relief and/or legal remedies, and actions to enforce the decisions of the arbitrators, for which action may be taken in any court of competent jurisdiction, in the City and County of San Francisco, California, and you hereby consent to (and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to) to waive the right to trial by jury in any such action or proceeding that takes place relating to or arising out of this Privacy Policy and Terms of Services, all disputes arising out of or related to this Privacy Policy and Terms of Services, including the scope, the construction or application of this Privacy Policy and Terms of Services, shall be resolved by binding arbitration governed by the Federal Arbitration Act and in accordance with the commercial arbitration rules of the Judicial Arbitration and Mediation Services ("JAMS") then in force. NEITHER PARTY SHALL HAVE

THE RIGHT TO LITIGATE SUCH DISPUTE IN COURT OR TO HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. The arbitration hearings and all meetings pursuant to this section shall be held in City and County of San Francisco, California. If the parties cannot agree upon a single arbitrator within twenty (20) calendar days after demand by either of them, each party shall select one arbitrator in City and County of San Francisco, California, and notify the other of its selection, and such two arbitrators shall select a third from a list of arbitrators qualified by JAMS in Massachusetts. If this procedure for selecting arbitrators fails, then a neutral arbitrator based in California with knowledge relevant to the dispute shall be selected by JAMS to resolve the dispute. The arbitrator(s) shall conduct a hearing within sixty (60) days after their selection. A majority of the arbitrators (if there is more than one pursuant to this clause) shall determine the decision/award, which shall be rendered within ten (10) days after the completion of the hearing. The decision of the arbitrator(s) shall be final and binding upon the parties both as to law and to fact, and shall not be appealable to any court in any jurisdiction. The parties shall share the expenses of the arbitrators equally. Nothing in any indemnification provision hereunder shall be construed as having any bearing on the award of attorneys' fees or arbitrators' fees under this section.

Class Action Waiver

You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT Any controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party, unless agreed to by Winmore at its sole discretion.

Miscellaneous

Nothing in this Privacy Policy and Terms of Services shall be deemed to confer any third-party rights or benefits. This Privacy Policy and Terms of Services shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Privacy Policy and Terms of Services shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws principles. The titles and headings of this Privacy Policy and Terms of Services are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. This section and the sections Binding Arbitration and Class Action Waiver shall survive the termination of this Privacy Policy and Terms of Services. Each covenant and agreement in this Privacy Policy and Terms of Services shall be construed for all purposes to be a separate and independent covenant or agreement. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Privacy Policy and Terms of Services. This Privacy Policy and Terms of Services contains the entire agreement of the parties concerning the subject matter, and supersedes all

existing agreements and all other oral, written or other communication between the parties concerning its subject matter. Nothing in this Privacy Policy and Terms of Services supersedes the terms of any Master Services Agreement, or any non-disclosure agreement between you and Winmore.

Contact Us

If you have any questions about this Privacy Policy and Terms of Services, please contact us via email at contact@winmore.app or regular mail at the following address:

Winmore
Attn: Legal Department
600 California, 11th Floor
San Francisco, CA 94108
United States

Changes to Our Privacy Policy

If we change our Privacy Policy, we will post those changes on this page to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

For questions about these or any Winmore terms or policies, email us at contact@winmore.app