

PRIORITY SOFTWARE'S PRIVACY POLICY

This Privacy Policy describes Priority's policy regarding the collection, use and disclosure of personal information you provide when accessing, downloading, installing and/or otherwise using the App and Services.

This Privacy Policy applies to Priority's products and services only.

1. Terms of Use

This Privacy Policy forms an integral part of Priority's Terms of Use, and the provisions thereof, including (without limitation), the provisions regarding limitation on damages, governing law and dispute resolution, apply to this Privacy Policy.

Unless otherwise stated, any defined terms used herein shall have the meaning assigned to them in the Terms of Use.

For the purposes hereof, "**Information**" means facts and other information and data about you, including (but not limited to), information regarding your attendance in, or absence from, your Work Place, your location while using the App and/or the Services, including, but not limited to, your location while remotely reporting your attendance in your Work Place, the actions you take, your mobile phone's IMEI (GSM, International Mobile Equipment Identity) and MEID (for CDMA, Mobile Equipment Identifier), and your personal information which you elect to disclose by using the Services, such as your name, telephone number, and email address.

2. Your Consent

By accessing, downloading, installing and/or otherwise using the App and Services, you consent to:

- (i) The collection, transfer, manipulation, storage, disclosure and other uses of your Information as described in the Terms of Use and in this Privacy Policy, and
- (ii) The transfer of information regarding your location, including, but not limited to, your location while remotely reporting your attendance in your Work Place, and to such information being available to your Work Place,
- (iii) To the transfer of such Information outside of the country where you reside in, and outside the European Economic Area ("EEA"), to other countries for storage, processing and use by us as part of the provision of the Services, and to the transmission of data on an international basis.

3. Collection of Information

- **Creating a User Account:** When your Work Place creates or reconfigures your User Account, your Work Place provides your personal information as required. In addition, in order to access your User Account, following submission of a passcode (as set forth in the Terms of Use), you will be requested to submit your User Account's user name and password.
- **Log Data:** Our servers automatically record information created by User's use of the Services. Such log data may include information such as the date and time of User's requests.
- **Location Data:** You hereby expressly acknowledge and agree that our servers automatically record data regarding your location.
- **Information provided while using the Service:** Any Content you elect to provide, and the sharing of such information, is done at your own risk. Any information provided by you while using the App and Service may be used by us as set out in Section 4 below. The User Image uploaded by you on the App may be saved, copied, re-sent or otherwise used by other Users, and we cannot control the use of such User Image by any such recipients. We cannot and do not guarantee that information provided by you will not be used by unauthorized persons. You understand and acknowledge that, even after the User Image, that was uploaded

by you, was removed from the App, such User Image may be collected, used and redistributed if stored by other Users.

- **Contacting Priority:** If you email or otherwise contact us, we may keep your message, email address and contact information to respond to your request. Your provision of such information is entirely optional.

4. Information Sharing and Disclosure

ANY INFORMATION MADE AVAILABLE, STORED, COLLECTED AND/OR OTHERWISE USED BY THE APP WILL BE MADE AVAILABLE TO YOUR WORK PLACE.

We may use Information we collect in order to:

- facilitate the provision of the Services to you and/or to your Work Place;
- maintain and improve Priority's App and Services;
- sending notices to you; and to
- protect the rights of Priority, of its Users and of other third parties.

We do not disclose personally identifying information to third parties, except if we -

- believe that it is necessary to comply with a law, regulation, legal request or legal process; to protect the rights, property or personal safety of Priority, its Users and any other person; to address fraud, security or technical issues; or to protect Priority's rights (including investigation of potential violations thereof) or property;
- are involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, where your Information may be sold or transferred as part of that transaction. In any such transfer of Information, we will ensure the confidentiality of any personal Information involved in such transactions and provide notice before personal Information is transferred and becomes subject to a different privacy policy;
- believe that it is necessary for the provision of the Services, such as responding to your requests for customer services or disclosure to third parties who host the Services at a co-location facility for servers; or
- have obtained your consent, as provided, for example, under Section 2 above.

We may share with third parties certain pieces of aggregated Information, which does not identify you individually.

5. Protection of your Personal Information

- We take administrative and technical measures to safeguard your personal Information against loss, theft, and misuse, as well as unauthorized access, alteration, disclosure or destruction.
- We processes Information on servers located in various countries worldwide.
- Any improper collection or misuse of Information provided via our Services is a violation of this Privacy Policy.
- We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that cannot be resolved between Priority and an individual.
- PRIORITY SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND PRIORITY HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY DISCLOSURE, LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

6. Changes to this Policy

We may revise this Privacy Policy from time to time. Your continued use of the App or of the Services will be deemed to constitute your acceptance of any and all such changes.

7. Contact Information

If you have any questions or comments about this Privacy Policy, please contact us at info@priority-software.com.

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This Privacy Policy is effective as of May 11, 2017.