

BELLTREE LIMITED BELTEQ LIMITED

Privacy Statement for bMark™ Software & Services

1. Introduction

Belltree Limited, a company incorporated in Scotland (No.SC160001) and having its Registered Office at 22A/4 Calton Road, Edinburgh, Scotland, EH8 8DP and Belteq Limited, incorporated in Scotland (Registered Number SC487373) and having its Registered Office at 22A/4 Calton Road, Edinburgh, Scotland, EH8 8DP (Belltree Limited and Belteq Limited are hereinafter referred to jointly and severally as the case may be as “Belltree Group”) are committed to protecting the Client’s privacy.

Note:

- This privacy statement applies to the data collected by Belltree Group through the Client’s use and administration of the bMark™ software and services (the “Services”);
- This privacy statement is written for the organisation, company or person (“Client”) that contracts with Belltree Group for the Services in terms of a Licence Agreement (as hereinafter defined);
- The Client’s use of the Services is governed by the terms and conditions of the Licence (available by contacting Belltree Group at info@belltreegroup.co.uk) and any Services Agreement which the Client has entered into with Belltree Group which Licence and Services Agreement comprise an agreement between the Client and Belltree Group (“Licence Agreement”).

2. Client Data

Client Data is all data, including all text, sound, or image files and software that the Client provide, or are provided on the Client’s behalf, to Belltree Group through the Client’s use of the Services. Client Data does not include Administrator Data, Payment Data, or Support Data, as defined below.

As described in the Licence Agreement, Belltree Group only uses Client Data to provide the Services. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Services and the improvement of

features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).

3. **Administrator Data**

Administrator Data is information about administrators (including account contact and subscription administrators) provided during sign-up, purchase, or administration of the Services. This may include name, address, phone number, and email address, whether collected at initial purchase or later during management of the Services.

Administrator Data is used to complete the transactions the Client requests, administer the Client's account, improve the Services, as well as to detect and prevent fraud. In limited circumstances, Belltree Group may share Administrator Data with third parties for purposes of fraud prevention.

Belltree Group may contact the Client to provide information about new subscriptions, billing and other important updates about the Services, including security or other technical matters. The Client will not be able to unsubscribe from these communications. Subject to the Client's contact preferences, Belltree Group may also contact the Client regarding information and offers about other Belltree Group products and services, or to request the Client's feedback about the Services.

4. **Support Data**

Support Data is the information Belltree Group collects when the Client submits a support request or runs an automated or remote access diagnostic support programme or login, including information about hardware, software, and other details related to the support incident, such as: contact or authentication information, e-mail, SMS or other forms of correspondence regarding a support issue, information about the condition of the computer and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files.

Support may be provided through phone, e-mail, or other forms of correspondence or communication. Belltree Group may use Remote Access (RA), with the Client's permission, to temporarily navigate the Client's desktop. Phone conversations, online chat sessions, or RA sessions with support professionals may be recorded and/or monitored. For RA, the Client may also access the recording after the Client's session. For Online Chat or RA, the Client may end a session at any time of the Client's choosing. Belltree Group uses Support Data in the same way as Belltree Group uses the Client's information, as described in this privacy statement. Additionally, Belltree Group uses Support Data to resolve the Client's support incident and for training purposes.

5. **Cookies & Similar Technologies**

The Services use "cookies," small text files placed on a device's hard disk by a web server. Most web browsers automatically accept cookies, however, the Client has the option of modifying the Client's browser settings to block or limit the use of cookies;

however if the Client blocks the cookies used by the Services, this may impair the functionality of the Services.

It is recommended that the Client ensures that its internet browser is up-to-date and that it consults the help and guidance provided by the developer of your internet browser if it is unsure about adjusting privacy settings.

The Client can choose to delete Cookies at any time however the Client may lose any information that enables it to access the Services quickly and efficiently including, but not limited to, personalisation settings.

The Services may use cookies and similar technologies, such as web beacons, for the following purposes:

- Storing users' preferences and settings.
- Sign-in, authentication, and fraud detection.
- Site analytics.
- By using the Services the Client consents to the use of cookies and such similar technologies.

6. **Sharing The Client's Information**

Belltree Group will not disclose Client Data, Administrator Data or Payment Data ("the Client's information") outside of Belltree Group or its controlled subsidiaries and affiliates except as the Client directs, as may be described in the License Agreement or as described in this privacy statement.

- Belltree Group occasionally contracts with other companies to provide services (such as customer support) on Belltree Group's behalf. Belltree Group may provide these companies with access to the Client's information where necessary for their engagement. These companies are required to maintain the confidentiality of the Client's information and are prohibited from using it for any purpose other than that for which they are engaged by Belltree Group.
- Belltree Group will not disclose Client Data to a third party (including law enforcement, other government entity, or civil litigant; excluding Belltree Group's subcontractors) except as the Client directs or unless required by law. Should a third party contact Belltree Group with a request for Client Data, Belltree Group will attempt to redirect the third party to request the data directly from the Client. As part of that process, Belltree Group may provide the Client's contact information to the third party. If compelled to disclose Client Data to a third party, Belltree Group will use reasonable endeavours to notify the Client in advance of a disclosure unless legally prohibited.
- Belltree Group may share Administrator Data or Payment Data with third parties for purposes of fraud prevention or to process payment transactions, as further described in this statement.
- Belltree Group will not substantively respond to data protection and privacy requests

from the Client's users without the Client's prior written consent, unless required by applicable law.

7. **Security**

If Belltree Group becomes aware of any unlawful access to any Client Data stored on Belltree Group's equipment or in Belltree Group's facilities, or unauthorised access to such equipment or facilities resulting in loss, disclosure, or alteration of Client Data (each a "Security Incident"), Belltree Group will: (a) notify the Client of the Security Incident; (b) investigate the Security Incident and provide the Client with information about the Security Incident; and (c) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

The Client agrees that:

- An unsuccessful Security Incident will not be subject to this Section. An unsuccessful Security Incident is one that results in no unauthorised access to Client Data or to any of Belltree Group's equipment or facilities storing Client Data. This may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents.
- Belltree Group's obligation to report or respond to a Security Incident under this Section is not and will not be construed as an acknowledgement by Belltree Group of any fault or liability with respect to the Security Incident.
- Notification of a Security Incident, if any, will be delivered to one or more of the Client's administrators by any means Belltree Group select, including via email. It is the Client's sole responsibility to ensure the Client's administrators provide Belltree Group with up to date contact information.

8. **Trial Period**

Trials of the Services are provided for the purpose of testing the Services before purchase. Belltree Group may temporarily retain the Client's information collected during a trial after the end of the trial period to improve the Client's customer experience in the event that the Client later decides to purchase the Services. However, the Client's information may be deleted by Belltree Group at any time after the end of the Services trial period.

9. **Data Location**

The Client's Services' data will be stored and processed in the European Economic Area.

10. **Changes to this Privacy Statement**

Belltree Group will occasionally update this privacy statement to reflect changes in

Belltree Group's Services. When Belltree Group post changes to this statement, Belltree Group will revise the "last updated" date at the top of the statement. If there are material changes to this statement or in how Belltree Group will use the Client's information, Belltree Group will notify the Client by either posting a notice of such changes before they take effect, or by direct notification. Belltree Group encourage the Client to periodically review this privacy statement to learn how Belltree Group is protecting the Client's information.

11. **How to Contact Belltree Group**

Belltree Group welcomes the Client's comments. If the Client has questions about Belltree Group's privacy and security commitments, or if the Client has other technical or customer support questions, please contact Belltree Group at info@belltreegroup.co.uk