

PRIVACY POLICY

SAEC/Kinetic Vision, Inc. DBA Kinetic Vision and DBA Deep Vision Data

Last Modified: 7/12/2021

I. INTRODUCTION.

This Policy sets forth how SAEC/Kinetic Vision, Inc. DBA Kinetic Vision and DBA Deep Vision Data (collectively, “Company”) may collect, use, maintain, and/or disclose certain information obtained from employees, clients, website users or others (collectively “individuals”, “you”) who interact with or visit Kinetic Vision. This Policy regulates the way in which the Company obtains, uses, holds, transfers and otherwise processes Personally Identifiable Information (“PII”) that it collects via its website, through client projects or as voluntarily disclosed by individuals and ensures that all of its employees understand the rules about protecting PII. It also explains individuals' rights in relation to their PII processed by the Company.

II. PERSONAL INFORMATION

- a. Personally Identifiable Information (PII)- Personal data, also known as PII, is considered any information relating to an identified or identifiable natural person. By “Identifiable,” this means the data could identify someone directly or indirectly through reference to such things as names, ID numbers (i.e., Social Security Numbers, Driver’s License numbers), location data (i.e., precise geo-location data), online identifiers (i.e., IP addresses, cookies), etc. PII can also be a combination of data fields that, when analyzed together, identify a unique natural person. For example, a city block address plus first name and age may be PII if it identifies a unique, natural person.
- b. The Company will collect individuals PII *only* if voluntarily submitted to the Company by you. The Company may receive such PII through activities including, but not limited to, (i) “Contact Us” inquiries, job applications, or other Site form submissions, (ii) order placement, (iii) social media connections, (iv) email lists, (v) client lists, (vi) employee files, (vii) other services, features or resources on our website, or (viii) through providing other Company Services.
- c. If you purchase Services, you may be required to provide PII, such as your account and billing information, invoice related information, and other data required to process and fulfill the purchase. The Company may use third-party products and services to process and fulfill such purchases, in which case you may also be providing such PII to those applicable provider(s). The Company may also update such PII if you authorize recurring charges.
- d. The Company will only use your PII for the reason for which it was provided or for a consistent purpose. If at any time you wish not to receive future communications or to have your name deleted from our mailing lists, you may follow the “unsubscribe” procedures included with our communications. In addition, you may also email us at privacy@kinetic-vision.com.
- E. We keep your PII only for as long as reasonably necessary for the purposes for which it was collected or to comply with any applicable legal reporting or document retention requirements. We will take reasonable steps to update, correct or upon your request delete your PII in our possession.

III. ANONYMOUS INFORMATION

- a. “Anonymous Information” is information that cannot personally identify you, such as anonymous Site traffic, usage and log data, user interactions, device IP address, device type, operating system, browser type, referring domain, and/or broad geographic information.
- b. Through your use of the website, we may collect your Anonymous Information in order for us to: (i) make improvements and customize your experience with the Site, such as providing targeted useful features and promotions based on the type of Services you may seek; (ii) track user trends and patterns, and (iii) evaluate the effectiveness of our marketing.

IV. COMPANY WEBSITE

- a. The Company websites www.kinetic-vision.com and/or www.synthetictrainingdata.com owned and operated by us and/or our licensors (each, as applicable, the "Site"), obtain PII through your use of the Sites. Our Website Terms of Use, available on the Site, detail additional information (including, but not limited to, use restrictions, disclaimers, and limitations of liability) regarding your use of the Site.
- b. The Company's Sites are intended for adults. The Company does not knowingly collect PII from children under the age of 13. If the Company obtains knowledge that it has PII about a child under 13 in retrievable form in its files, the Company will delete that information from our existing files.
- c. Other Internet sites you visit - including those linked from the Company website - may have their own privacy policies or no policy at all. Other websites might use PII differently than our policy permits. We strongly encourage you to review the privacy policies of any site before providing any PII.
- d. Tracking Cookies
 1. In general, for purposes of improving website browsing experiences, website servers may transfer simple, text-based pieces of data onto the hard drives of its users' devices ("Cookies"). Cookies may originate from the website being visited ("First Party Cookie") or from a third-party website running content on the website being visited ("Third Party Cookie").
 2. Like most companies, we may use Cookies for a variety of analytic and marketing purposes in order to enhance your experience on the Site, such as (i) to track and target your possible interests, (ii) to identify repeat visitors (e.g., some Site passwords or preferences may not require entry more than once when a Cookie is used to identify you), and (iii) to promote Site traffic (iv) we may use this information, in aggregate form, for system maintenance and to better understand how our visitors use our site and services so that we can enhance the user experience. Cookies are *not* connected to any of your PII that may be entered on the Site and (v) the Company may also share statistical or demographic information in aggregate form with third parties for marketing or research purposes, this aggregate data will not contain any information that personally identifies you.

BY CONTINUING YOUR USE OF THE SITE AND ITS SERVICES, YOU ARE AGREEING TO THE USE OF COOKIES AND SIMILAR TECHNOLOGIES AS DESCRIBED IN THIS POLICY. IF YOU DO NOT ACCEPT SUCH USE OF COOKIES AND SIMILAR TECHNOLOGIES, DO NOT USE THE SITE.
- e. Third Party Services
 1. Google Analytics. In order for us to obtain Site usage information from Google Analytics, the Site may use Cookies in order to transmit certain Anonymous Information, such as traffic data, to Google servers so that we may better understand Site activity and usage patterns. However, we have no access to or control over such Cookies; instead, each provider of third-party services uses information that it collects in accordance with its own privacy and security policies.
 2. Google AdWords. The Site may utilize Google AdWords, which is a remarketing service that uses Cookies stored from your past visit(s) to the Site in order to advertise to you on Google and other third-party websites, in accordance with Google's Privacy Policy, available at: www.google.com/privacy. This enables third-party vendors, such as Google, to show our ads on various internet locations. For example, this could be in the form of a Kinetic Vision or other third-party advertisement on the Google search results page or on a website in the Google Display Network based on your past visit(s) to the Site.
 3. Social Media: Other Features. The Site may contain links to, or content hosted by, third-party websites. For example, the Site may run certain social media features, such as "share" widgets and "like" buttons, which may collect a user's Anonymous Information, such as device IP address and page views, and may set a Cookie to enable the feature to function properly. Provided, we are not responsible for the content or privacy practices of third-party site content, and we encourage our users to be aware of any applicable third-party privacy policies.

V. DATA INTEGRITY, SECURITY AND USE

- a. Company uses reasonable precautions including administrative, technical and physical measures to safeguard your personal information against loss, theft and misuse as well as unauthorized access, disclosure, alterations and destruction. Although we use reasonable efforts to safeguard your personal information, we cannot guarantee the absolute security of PII obtained or stored electronically.
- b. The Company does not generally share or sell PII with outside sources, companies, or other organizations. However the Company reserves the right to share PII to applicable companies, agencies or employees for the purposes of: processing payroll, insurance,

FMLA, 401k plans, sending email updates, or other legally permissible or required purposes. Where required or permitted by law, Company may provide PII to other entities such as regulators and law enforcement agencies, in response to a court order, subpoena, or law enforcement agency request, or where we believe it is necessary to investigate, prevent or take action regarding illegal activities or to protect Company, our websites, customers, employees, and business partners from fraud or other malicious activity.

- c. If the Company ever processes individuals PII for any purpose besides the aforementioned employment matters, the Company will process PII fairly and lawfully. In particular, the Company will not process personal data at all unless one of the following conditions are met:
 - 1. The individual concerned has consented to the processing;
 - 2. The Company needs to carry out the processing
 - a. To perform, or take steps to enter into a contract with the individual concerned,
 - b. Comply with legal obligations,
 - c. Protect the vital interest of the individual concerned in a "life or death" situation, or
 - 3. The Company needs to carry out the processing to pursue the Company's legitimate interests, and those interests are not overridden because the processing prejudices the interests or fundamental rights and freedoms of the individual concerned.
- d. All Company employees must abide by the Company's Privacy Policy. Only authorized employees are permitted to have access to PII, and that access is limited to what is reasonably needed to perform an employee's responsibilities. Employees who violate our privacy policies are subject to disciplinary action, up to and including termination.

VI. INDIVIDUAL RIGHTS

- a. All employees of the company have the right to restrict the use of their PII, and may exercise this right by contacting the IT Department and General Counsel. Notwithstanding the foregoing, the Company uses a third party payroll provider and certain PII must be delivered to our third party payroll provider to process payroll and cannot be restricted.
- b. Upon written request, individuals have the right to request from the Company information as to what PII the company currently stores regarding that individual. The Company will take all necessary steps to provide a timely response to answering all requests for PII.
- c. Upon written request, individuals may request that all PII the Company currently stores regarding them be permanently deleted. The Company will take all necessary steps to provide a timely response to this request and provide the requesting individual a final notice stating all PII has been removed from the Company's storage systems or servers.
- d. If an individual's PII is part of any Company Data breach, the Company shall take all necessary steps to inform affected individuals of the breach within seventy-two (72) hours and will work to remedy the situation as soon as possible.
- e. Regardless of an individual requesting for their PII to be deleted, all PII will be deleted from the Company's storage systems in accordance with its Retention Policy.

VII. CALIFORNIA CONSUMER PRIVACY ACT - CCPA

- a. Consistent with aforementioned collection practices, we may collect PII from California residents. Subject to certain exceptions, as a California resident, you may have the following rights to your PII.
 - 1. Access: Request access to your PII that we collect, use, disclose, or sell (if applicable.)
 - 2. Deletion: Request deletion of your PII, although Company may deny the request for various reasons authorized under California or other applicable law.
- b. Any individual who requests a report of their PII, shall submit their requests to privacy@kinetic-vision.com. Kinetic Vision shall verify all individual's requests for PII reports prior to delivering any report to ensure the individual requesting the information has the authority to do so. Please note that you are limited by law in the number of requests you may submit per year. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf (Authorized Agent), may attempt to make a consumer request for you.
- c. Kinetic Vision does not currently sell any PII that it collects or stores. Additionally, Kinetic Vision does not transfer any PII it receives or collects outside of the United States.
- d. Any request to produce, or destroy PII is subject to disclosure to Kinetic Vision's Clients in which it is contractually obligated to notify. As Kinetic Vision may store PII that is produced by its Clients in connection with its services and products.

VIII. **General Data Protection Regulation - GDPR**

- a. Depending on where you reside, the EU's GDPR may entitle you to additional rights (with certain limitations and exceptions) such as:
1. Right to withdraw consent at any time (where relevant),
 2. Right to know the categories and/or specific pieces of personal information collected about you, including whether your personal information is sold or disclosed, and with whom your personal information was shared,
 3. Right to access a copy of the personal information we retain about you,
 4. Right to request deletion of your personal data,
 5. Right to request restriction of processing of your personal data,
 6. Right to request data portability (i.e right to receive your personal data in a structured, commonly used and machine-readable format, along with right to transmit such data to another entity),
 7. Right to lodge a complaint with a supervisory authority.

IX. **CONTACT.** For questions or concerns regarding this Policy, you may:

Contact the Legal Department: contracts@kinetic-vision.com

Call (513) 793-4959

[Contact Us](#) via online inquiry

Mail questions to:

Attn: IT Department/ General Counsel
SAEC/Kinetic Vision, Inc.
10255 Evendale Commons Drive
Cincinnati, Ohio 45241