

PRIVACY POLICY For Clients

This Privacy Policy for Clients (“Client Privacy Policy”) is provided by Lead Intelligence, Inc. d/b/a Jornaya (“Jornaya,” “we,” “us,” or “our”) to let you, as our Clients (i.e., Publishers, Queriers, and Partners, as further defined below), know what information is collected through our Platform, how it’s collected, and how we protect it, use it, and share it with others. Unless otherwise defined in this Client Privacy Policy, terms used in this Client Privacy Policy have the same meanings as in our [Terms of Use](#).

Please Note: If you are a Consumer, please review our Privacy Policy for Consumers by [clicking here](#) or by visiting our website at [jornaya.com](#). For our purposes, “Consumer” refers to an individual who visits and interacts with a website or application, such as a website operated by a Publisher on which the individual indicated an interest in a particular product or service and provided contact information in response to a form or questionnaire, as well as browsed or otherwise interacted within such sites.

By accessing and using our Platform, which includes the Jornaya online portal (“Site”), any scripts or code provided by Jornaya (“Scripts”), and any services provided by Jornaya (“Services”), we assume that you have read, understand, and consent to this Client Privacy Policy. If you do not consent, you should not access or use the Platform. Please review our [Terms of Use](#) for a description about how our Platform operates.

This Privacy Policy applies to a Publisher, Querier or Partner, as defined below and as applicable, when you access and use our Platform. You also agree that you are responsible for maintaining privacy policies on your company sites that are consistent with our Privacy Policy regarding the collection, use, sharing, and protection of information provided by Consumers (as defined above) to your owned or managed sites.

This Client Privacy Policy applies only to our Platform. We do not control the privacy policies of other websites or companies. It is strictly up to you to learn more about the online privacy and data security policies of other third party websites you may come in contact with (whether or not through our Site or Services) directly from such third parties, as their policies may differ from ours.

OUR CLIENTS

Generally, our Clients are as follows:

“**Publishers**” are companies who are accessing and using the Services to create Universal LeadiDs (as further defined below) on their own web site(s) or platform(s) (e.g., Publisher Platforms).

“**Queriers**” are companies who generate data on their own or receive data from another party with a Universal LeadiD or other identifiers (“Identifiers”) and desire to verify and/or append certain attributes to the Identifiers by querying our network. A Querier can also be a Publisher.

“**Partners**” are companies who work with Jornaya to provide supplemental services to Publishers or Queriers through our Services, either by incorporating certain aspects of our Services, or by integrating with our Services. Partners may contribute their own data or access data via APIs, SDKs, web related services, JavaScript®, pixels, scripts, codes, tags, cookies or batch data processing, only as required for

the provision of our Services as applicable. In some cases, we may use Partner pixels, cookies, scripts or tags alongside our Script; and opt-out may be available in some cases, provided such are not deemed to be a core component of our Services.

ACCOUNT SET UP

Information collection. When you, as a Client, set up an account to access and use the Site, you voluntarily enter information that may be used to identify or locate you, such as your full name, postal address, e-mail address, phone number, website username, social media platform ID (e.g. Facebook ID, Twitter ID), or billing information, as well as other non-public information that is associated with this information (“**Client Personally Identifiable Information**” or “**Client PII**”). We will collect Client PII only when you knowingly provide it, including when you register for the Site, provide feedback, or request information. We use your Client PII to administer your account, to provide you with appropriate access to and use of the Platform, to send communications and administrative emails, to respond to your inquiries, and to send marketing and product update messages to those who ask for such messages. Typically, individuals acting on behalf of a Client would provide this type of information on the Site when registering for an account to get access to our Platform (for example, a Publisher contact may provide an email address when registering on the Site and creating a username and password).

Cookies. A cookie is a small amount of data that is sent to and stored on an account user’s device. Cookies may, for example, help to allow an account user to enter a password less frequently or remember a user’s preferences. As is industry practice, Jornaya uses certain cookies to help manage our Site; an example being Google Analytics. Google Analytics is a web analytics service provided by Google that uses cookies to collect anonymous traffic data to help us analyze how users use our Site. You can find out more about Google’s privacy practices by visiting their site directly or through www.google.com/policies/privacy/partners/ (subject to change at Google’s discretion). Since cookies are now used as industry standard, most devices automatically accept cookies, but you can usually change your device’s settings to decline them. If you prefer not to enable cookies, you may choose to disable them; however, please note that certain features on the Site may not be available to you once cookies are disabled.

Information sharing. We do not share Client PII with third parties for their commercial use. When you use certain Services, your Client PII captured through the Site may be shared, since some of the requested information may include Client PII that is associated with the information within your account, such as your company's name.

Controlling Client PII. If you have provided Client PII, such as your email address when registering for access to our Site, you may modify that information at any time by visiting your account settings on our Site. You can opt-out of receiving certain email communications from the Site by clicking the “Unsubscribe” link at the bottom of each email or through a similar opt-out link that may be provided, except for communications required to process your transactions and provide you with the requested Services. You may also contact us to have your account disabled.

USING OUR SERVICES ON PUBLISHER PLATFORMS

Information collection. Many Publisher Platforms utilize our Services. When a Consumer visits, enters information into, browses or otherwise interacts with a Publisher Platform, the technology associated with our Services, including applicable Scripts (previously installed at a Publisher Platform with that Publisher’s approval) captures certain information and automatically creates and returns to the Publisher a unique lead identifier associated with each unique online or application event known as a “Universal

LeadiD”. The Services may use various technologies to do this, including JavaScript®, website scripts, pixel tags, cookies, local storage, and device identification.

The information associated with a Universal LeadiD is anonymous and subject to confidentiality obligations at all times. If a Consumer enters information into open text fields within a form on a Publisher Platform, our Services consider this information as potential personally identifiable information (“PII”) and automatically encrypts that information using a cryptographic hash function which makes it infeasible for anyone, including us, to store, retrieve, reverse-engineer, or utilize the actual PII that was volunteered by the Consumer. The only information from a Consumer that an applicable Client may directly gain from utilizing our Services is anonymous, non-personally identifiable information (“Non-PII”). In addition, the provision of our Services may facilitate the capture of other Non-PII through the Publisher Platform at the time a Consumer visits a Publisher Platform, including the Consumer’s Internet Protocol (IP) address, browser type, browser language and the date and time that web page was visited, as well as other Non-PII.

Information sharing. We share anonymous, Non-PII only as necessary to enable us to provide our Services to Queriers who wish to verify that a certain event(s) took place at the Publisher Platform in which a Consumer legitimately participated and to ensure that the data was not tampered with as it was transmitted to other companies; and/or subsequently through the Consumer’s browser journey. At times, anonymous Non-PII is shared with Partners to enable us to provide certain Services to Publishers and/or Queriers.

For Partners who may work with us to provide certain services through our Platform that are supplemental to our Services, we may be requested to share certain information (including PII captured on a Publisher Platform prior to it being encrypted, as referenced above) with those Partners to provide the requested results. Such Partners are bound by obligations to (i) keep the information confidential, (ii) utilize it only for the purpose as required to provide certain requested services, and (iii) utilize it to derive requested information that is Non-PII. Such derived Non-PII may be provided to Queriers as part of our Services or supplemental services provided by the Partners. Once any PII is shared with a Partner as required, the PII is automatically and immediately encrypted, as referenced above, and only the hash values are retained. TO BE CLEAR, these services are available solely at the Querier’s option and are subject to its own terms of use and fees, which you, as a Querier, must agree to in order to utilize such services.

A Client may provide certain additional information in its possession, such as conversion data, and consumer information and/or Identifiers (“Contributed Data”), when querying the Jornaya API, or by batch processing. If any Contributed Data is provided by the Querier as part of a query or batch data, this information is utilized solely to generate applicable Jornaya Derived Data (which is anonymous and does NOT expose any PII) associated with that query.

Controlling Consumer information. If a Consumer does not want us to store his or her information, the Consumer can opt-out by not visiting or not engaging with Publisher Platforms that utilize our Scripts or Services, or by requesting at the Publisher Platforms the Consumer visits not to capture or use certain information captured during an event on the Publisher Platforms. It is up to you as the Publisher, Querier and/or Partner as applicable to ensure that the Consumers have the necessary avenues or means to be able to opt-out of their data being shared with us or any other party with whom you choose to share it.

TO BE CLEAR, JORNAYA DOES NOT INTERACT DIRECTLY WITH CONSUMERS SINCE SUCH CONSUMERS ARE VISITING YOUR PUBLISHER PLATFORMS WHERE YOU HAVE PROVIDED

PERMISSION FOR OUR SCRIPTS TO COLLECT EVENT INFORMATION.

ADDITIONAL SHARING AND DISCLOSURES

In addition to the specific disclosures of data related to our Platform described above, we may also disclose or share data collected by our Platform under the following circumstances:

- As required by appropriate third parties, including government and law enforcement authorities, if we have a good faith belief that disclosure of such data is reasonably necessary to (i) satisfy applicable law, regulation, legal process, or an enforceable governmental request; (ii) enforce our agreements with Clients, including in the course of investigation of potential breaches of such agreements; or (iii) detect, prevent, or otherwise address fraud, security, or technical issues;
- To protect against harm to the rights, property, or safety of Jornaya, our Clients, Consumers, or the public, as required or permitted by law;
- In the event we go through a business transition, such as a merger with, or acquisition by, another company; or the sale of all or a portion of our assets, we may disclose data to the party or parties involved in preparation for, and as incident to, such business transition; and
- To aggregate Non-PII data for reporting, analytics, and other business reasons, including to promote or describe the use of our Services and Platform.

ONLINE TRACKING

Some web browsers may be configured to send Do Not Track signals to websites, or web users may use similar mechanisms, to indicate a preference that certain web technologies not be used to track the user's online activity. Our Site, and our Scripts and Services implemented on Publisher Platforms, do not accept or process any such Do Not Track signals or similar mechanisms. As described above, our Platform does implement technologies, including cookies, which enable the identification of a web user's device as it interacts with different websites and applications. Whether any Publisher Platform accepts or processes any such Do Not Track signals or similar mechanisms is determined by the Publisher that owns or operates the Publisher Platform and should be addressed in the privacy policy published by the Publisher on the Publisher Platform.

INFORMATION SECURITY AND RETENTION

We use security measures to protect against unauthorized access to and unauthorized alteration, disclosure, and destruction of data collected, processed, and stored by our Platform. These security measures include firewalls; encryption; internal reviews of our data collection, storage, and processing practices; obligations of confidentiality; and restrictions on logical and physical access to data. However, we are unable to guarantee that the security measures we take will not be penetrated or compromised or that information will remain secure under all circumstances. In the event we utilize third party services in the provision of the Platform, we rely on those third parties' representations and warranties. We retain information we collect through the Platform indefinitely, or as required by applicable law.

CHILDREN

We do not knowingly collect or maintain information from individuals who are under 13 years of age, and no part of our Platform is designed to attract people under the age of 13. Protecting the privacy of children is very important to us. If we obtain knowledge that a Client or Consumer is under the age of 13, we will take steps to remove that individual's information from our databases.

INDEPENDENT SERVICE PROVIDER

We are an independent service provider to our Clients. The fact that we provide our Platform and related services to our Clients is not meant to be an implied endorsement of, authorization of, or representation

about any particular Client, nor is it an endorsement of, or representation about any Client's privacy or information security policies or practices. When we choose to work with a Partner, whether we collaborate with Partners to make their products and services available to Publishers and Queriers, or to make our Platform available to our Partners' clients, we do not intend by such collaboration to make any implied representation about our Partners generally or our Partners' products and services. This Client Privacy Policy applies only to our Platform. Our Clients' websites and services are provided subject to separate terms and conditions and separate policies, including separate privacy policies regarding the use and disclosure of Consumer PII. Our Clients are responsible for instructing Consumers to read all applicable terms and conditions, policies or statements of the websites they visit, especially those websites that collect Consumer PII.

GEOGRAPHICAL RESTRICTIONS

Our Platform is intended for use solely within the United States of America and is directed to Clients located in the United States of America. We make no representation that the Platform is appropriate or available for use in locations outside the United States. Unless otherwise expressly stated, all marketing or promotional materials found on or accessible through the Platform are intended to be directed to individuals, companies, and other entities located in the United States. We reserve the right to limit, in our sole discretion, the provision of any feature, product, or service to any person or geographic area. Any offer for a feature, product, or service made on or through the Platform is void where prohibited. If you choose to access the Platform, or implement our Scripts on, or make the Services available via, a Publisher Platform, you do so on your own initiative and are solely responsible for compliance with all applicable local laws. If you access the Platform from outside the United States, you acknowledge and agree that your information may be transferred to and maintained on computers and servers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your submission of such information represents your agreement to the transfer of such information to the United States and the collection, use, and disclosure of your information in accordance with United States law and our Privacy Policies.

CHANGES TO THIS CLIENT PRIVACY POLICY

This Client Privacy Policy may change from time to time. We will notify you of any material changes by posting the new Client Privacy Policy on the Site. All information Jornaya collects is and will be subject to the latest Privacy Policies in effect at the time the information is collected by our Platform.

QUESTIONS OR COMMENTS

Please feel free to direct any questions or comments regarding this Client Privacy Policy by emailing us at privacy@jornaya.com or writing to us at: Lead Intelligence, Inc., 1001 E. Hector Street, Suite 230, Conshohocken, PA 19428, ATTN: [Client Privacy Policy](#).