Privacy Policy

This Privacy Policy applies to information that we collect when you use:

- Our websites: Including, but not limited to www.ambifi.com, AmbiFi Cloud App, etc
- Our mobile applications: Including, but not limited to the AmbiFi Mobile App for Android and iOS
- Other organizations' websites: that utilize our Services, while you are logged in to your account with us, including "white label" or rebranded versions of our website.
- Other organizations' mobile applications: Including, but not limited to "white label" or rebranded versions of the AmbiFi mobile app for Android and iOS

Information Collection

Any Content that you input, upload, or store in AmbiFi, including, but not limited to, any text, images, and video, and other data that you choose, will be stored by AmbiFi. We also collect and receive the following types of information:

- Account Holder information: To open your account and process payments, we collect and receive basic information like your email address and, if you purchase a license or subscription to a Product or Service, your billing address and other payment information.
- Log data: When you use AmbiFi, we collect data to understand how you and others access and use the Service, as well as information about actions you take when using the Service. This may include the use of cookies, tracking pixels, and similar analytics technologies. This information helps us provide the Service to you, learn how the Service is used, and identify and suggest ways we can make the Service more useful to you.
- Location information: We collect the IP address you use to connect to the Service, and
 possibly your location information from a mobile device. This helps us localize the Service, and
 depending on your location settings, allows us to show you relevant content accessible from
 your account.
- **Device information:** We collect information about the number and type of devices you use to connect to the Service, as well as information about the operating systems on those devices (e.g., iOS, Android, Windows) to ensure the Service works as expected.
- User Actions: Any actions you perform when using the Service, including the use of service
 features, as well as the type of device and software you are using. This is done to administer
 the Service and improve the features and usability of the Service, and suggest features,
 products and services that can enhance your use of the Service.

We may use cookies, tracking pixels and/or similar technologies on our Service to collect information that helps us provide our Service to you and to learn how our Service is used. In addition, we may use these technologies to help deliver promotional messages and ads for relevant products and services.

Furthermore, we may link your subscriber information with data we receive from our partners and other third parties to help understand your needs and provide you with a better experience.

Usage of Information

We are committed to protecting the privacy of your information. Listed below are the ways in which we use the information we collect and receive to provide, maintain, and improve the Service; to provide troubleshooting and customer support; to protect the Service for all our users; to contact you; and to administer accounts.

- **General data analysis** to help improve the functionality of the Service, or determine potential technology issues.
- Troubleshooting and customer support may need to access your information, such as your
 account email address and information about Services you are using, subject to the protections
 described above.
- **Protect accounts and the functionality of the Service** through the analysis of Content to detect spam, malware, or other potential security concerns.
- Contact you to announce new products and features, share tips for using the Service, make special offers, and provide information about how AmbiFi may work with products and services from our business partners.

We limit the use of your Content to make sure that no one can view it unless you expressly give AmbiFi permission, or it's necessary to comply with our legal obligations. Specifically:

- To help refine or improve the technology, we may ask you for permission to review portions
 of your Content. Such access to your Content is done only with your express permission and is
 subject to strict confidentiality rules and data access controls. Choosing to give us such
 permission is completely voluntary.
- If you contact our Customer Support team for help related to specific pieces of Content in your account, we may ask for your temporary permission to look at your Content.
- If we become aware of a potential violation of our a <u>Terms of Service</u> or <u>Acceptable Use</u>
 <u>Policy</u> we may suspend or close your account until the problematic material is removed. Under such a circumstance, we would only look at the Content in your account if you give us consent or if necessary to comply with our legal obligations, including to protect the safety of you or any other person.

To test and improve our product offerings for our users, we use aggregated data that does not contain any personal information, does not identify any person, and cannot be connected to any specific user. This policy is not intended to apply to such anonymized/de-identified data.

Disclosure of Information

AmbiFi will not sell or rent your information. Here are instances when we may disclose the minimum necessary information:

We share your information with Service Providers who process data on our behalf, such as credit card processors and customer management systems. For example, these Service Providers help us:

- Operate, develop, and improve the features and functionality of the Service
- Complete your payment transactions
- Fulfill your sales and support requests
- Communicate with you as described elsewhere in this policy

We do not share your information with any third parties for their own advertising purposes.

- Your Content is private unless you decide you want to share it. You may choose to share using through any of the Service's features that allow you to share or collaborate on Content. If you choose to share, we may need to take steps to facilitate your collaboration.
- In the event of a merger, sale, or reorganization of all or part of our business, information covered by this policy may be transferred in connection with that deal.
- We may contract with third-party advertising networks in order to deliver relevant AmbiFi
 advertisements to you across the Internet and to manage our communications with you. We do
 not use your Content for these purposes. In addition, we may share with partners or Service
 Providers a hashed identifier to serve you relevant AmbiFi ads when you visit partners' and
 providers' websites, applications or platforms.
- We also may share information about you with third parties whenever you consent to or direct such sharing.

Requests for information

We will not disclose your information to law enforcement or other governmental authorities unless we believe it is required to comply with warrants, court orders, subpoenas, or other lawful government requests. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards of due process.

We narrowly interpret all information requests, and we only disclose Content in your account that is specifically responsive to a government warrant or where you have provided your explicit consent. We will notify you if we believe we are compelled to comply with a third party's legal demand for your information.

In addition, in rare cases, we may share your information as necessary to investigate or take action regarding illegal activities, suspected fraud, or potential threats against persons, property or the systems on which we operate the Service, or as otherwise necessary to comply with our legal obligations.

Managing Information

You can manage your information directly by logging into your account and editing your information. Additionally, you can contact us at support@ambifi.com to ask us to provide access to, correct, update, or delete your personal information. We may ask you for proof of account ownership and/or identity before fulfilling your request. We will comply with such requests to the extent required by applicable law or the US-Swiss Privacy Shield and US-EU Privacy Shield.

You can also delete your Content at any time, and stop using the AmbiFi service at any time. AmbiFi service's back-up systems may retain residual copies of your deleted Content for up to one year due to the nature of the systems' operations.

If we deactivate your account due to a TOS violation, then you may contact us to request deletion of your Content, and we will evaluate such requests on a case by case basis, pursuant to our legal obligations.

Storage of Information

When you use AmbiFi software on your computing device, such as by using one of our downloadable applications, some of your data will be stored locally on that device.

When you sync your computing device with the Service, that data will be replicated on servers maintained in the United States. This means that if you store information in or submit data to the AmbiFi websites or AmbiFi software and sync with the AmbiFi service, you acknowledge that your personal information will be transmitted to, hosted, and accessed in the United States.

Data privacy laws or regulations in your home country may differ from those in the United States. We will collect, store, and use your personal information in accordance with this Privacy Policy and applicable laws, wherever it is processed.

Data Transfer Rules

If you are a resident of the European Economic Area ("EEA") or Switzerland, please note that we use standard contractual clauses approved by the European Commission to transfer your personal Information from the EEA or Switzerland to the United States and other countries.