

iGrafx Privacy Policy

iGrafx recognizes and values your privacy. iGrafx collects information about you when you access our websites, interact with iGrafx online or at in-person events, or when you use iGrafx's on-premises or cloud-provided software products or services either personally or on behalf of your employer.

This iGrafx privacy policy describes what types of information iGrafx collects about you as well as how iGrafx collects, uses, shares, stores, and transfers such information internationally. The policy also describes how you can control your information.

In this policy, "iGrafx" means iGrafx, LLC including its various subsidiary companies around the world, and "Services" mean iGrafx's software products (either on-premises or cloud-based), maintenance services, technical support services, professional services, and websites. It should also be noted that when you are using Services provided by iGrafx to an organization such as your employer, client, or other entity (for example, your school), you are considered an authorized user ("Authorized User") of that organization, and that organization, not iGrafx, controls the information processed by the Services. See Section 9 for more about use of the Services by organizations.

Please read this privacy policy carefully to understand this information and your rights. IF YOU DO NOT AGREE WITH THIS POLICY, DO NOT ACCESS OR USE THE SERVICES OR INTERACT WITH IGRAFX. By accessing or using the Services, by submitting an inquiry to or otherwise interacting with iGrafx, you consent to iGrafx's collection, processing, and use of your personal information, including without limitation your name, telephone number, company name, company address, job title, email address, IP address, and related information that you voluntarily provide to iGrafx ("personal information"). You acknowledge that the collection and processing of such information may be necessary for use of the Services.

iGrafx, LLC is a U.S. based company and you acknowledge that your personal information may be transferred to and/or stored in the U.S. at our offices or on our servers and those of our service providers.

iGrafx has implemented protections in accordance with this policy to safeguard the security and privacy of your personal information. By accessing or using the Services or otherwise providing personal information to us you consent to the collection, processing, transfer, and use of your personal information in the U.S. and other countries in accordance with this policy.

1. Information that iGrafx collects about you and how such information is collected.

iGrafx collects information from and about you when you provide it to iGrafx through access or use the Services or when you provide it to iGrafx by writing, emailing or otherwise interacting with iGrafx or its affiliates. iGrafx does not require you to provide personal information, however if you choose not to provide information, iGrafx will not be able to comply with your request or provide certain Services. iGrafx collects only information that is necessary for the purpose specified by iGrafx in the Privacy Policy, web sites, or an applicable agreement.

Information you may provide via iGrafx websites, forums, social media: iGrafx collects information about you when you access or use our websites, forums or other types of social media platforms. iGrafx's websites may have chat rooms, newsgroups, blogs, or other forums which permit individuals to interact online. Any information you transmit online in such forums will be made public and iGrafx cannot control nor is it responsible for the use any third parties may make of such information. iGrafx collects information about your specific interests in our products and services when you use the Services as well as personal information which may include your name, work title, work address, work email address, telephone number, IP address, your professional field, and in relation to purchases you may make from our estore, your credit card information. You can visit iGrafx websites without providing any personal information (be sure to turn off cookies) about yourself. However, if you are interested in receiving further information about iGrafx products and services or accessing certain features of the websites, iGrafx may require personal information such as your name, email address, and phone number to contact you with the requested information or allow access to the features you want to use.

Information you may provide in connection with purchase or access to iGrafx software products and services or when accessing support services: iGrafx collects information about you (including personal information such as your name, email address, work title, work address, work email address, telephone number, IP address) upon registration of an iGrafx software product and iGrafx will use such information to record you as a licensee of, subscriber to, or Authorized User of an iGrafx software product or service and to assist iGrafx or its affiliates in providing you with license certificates, login credentials, relevant maintenance, technical support, and professional services with respect to the iGrafx software products. Additionally, you may provide iGrafx with personal information when you access maintenance and technical support services via iGrafx's support portal or by telephone. In order to issue an offer (for example, a sales quote, proposal, statement of work) for paid Services to you, you will be required to provide iGrafx or its affiliate with a billing address and billing representative's contact information. If you purchase a license or subscription for an iGrafx software product, iGrafx will require certain information including your name and address so that the product or product license can be sent to you, as well as your billing information or your credit card details to obtain payment. If the licenses or subscriptions for iGrafx software products or services are being purchased by an organization, that organization may designate you as its billing representative and provide us with your name and contact information to be used by iGrafx for that purpose.

Information you may provide in connection with the installation and use of iGrafx software products and services: When you install and use iGrafx software products or receive relevant maintenance, technical support, or professional services with respect to the iGrafx software products, iGrafx may collect and use your personal information to provide Services as well as other information you provide relating to browser type, operating system, hardware, other software on your system, IP addresses, and the functions within products utilized by you. Additionally, when you use iGrafx's cloud based software products, information that you input as content into the products is collected and stored within the product. Except in limited cases, iGrafx does not collect, host, store, or receive information about you or content submitted by you when you use on-premises versions of iGrafx software products.

Information provided to iGrafx from our affiliates, partners, and subsidiaries: iGrafx receives information about you, including personal information, from our affiliates and subsidiaries in accordance with this policy. iGrafx also uses partners such as resellers and distributors to market our Services, generate sales leads, promote iGrafx software products and services and resell licenses for iGrafx software products, provide professional services related to iGrafx software products such as installation, implementation, training or consulting services. iGrafx receive information from these affiliates, subsidiaries, and partners, such as billing information, technical contact information, company name, where you are located, iGrafx software products that you interested in or have purchased, evaluation information and other product feedback you have provided, as well as information about what iGrafx or industry events you attended or plan to attend.

Cookies and other similar technologies: iGrafx make use of cookies on our website and in our SaaS-based products to automate the access and the data entry functions of iGrafx websites and to correlate online ordering information for purchases you may make while at the websites (if any), tailor iGrafx's website to your preferences or interests, or customize promotions or marketing. In addition, cookies allow us to track use of our website to determine those areas which are useful or popular and those that are not thereby enabling us to improve and update our website effectively. Approved advertising partners or other online services partners from partner programs may use their own cookies. A cookie is a text-only string of information that a website transfers to the cookie file of the browser of your computer's hard disk so that the website can remember who you are. A cookie will typically contain the name of the domain from which the cookie has come, the "lifetime" of the cookie, and a value that is usually a randomly generated unique number. A cookie itself is not designed or intended to read any information from a user's computer other than the contents of the cookie. A cookie is simply an identifier used by the website that originally placed it on your hard drive. The actual contents of the cookie information can be retrieved to identify the computer and subsequently to customize, track, or regulate the use of a site based on information stored on the host server.

Most web browsers can either alert you to the use of cookies or refuse to accept cookies entirely. You have the ability to accept or decline cookies by modifying the settings in your browser. However, you may not be able to

use all the interactive features of the website if cookies are disabled. For more information on how to disable cookies you should consult the documentation or other instructions that accompanied your web browser.

Aggregated Data: Whenever you access iGrafx's websites or access any on-line information through an iGrafx software product, iGrafx's web server automatically collects and aggregates information ("Aggregate Data") in respect of your visit. Aggregate Data may include URLs or domains of referring websites, browser type, operating system, the pages that you access and the date and time of your visit. Aggregate Data collected by iGrafx is used for statistical and marketing purposes, is collected anonymously, and will not identify you personally. iGrafx uses Aggregate Data to improve its understanding of its users and their preferences. iGrafx also uses Aggregate Data in arranging relevant advertising, commercial opportunities and competitions. Aggregate Data is also used to develop iGrafx's websites and audit their use. Furthermore, iGrafx may share Aggregate Data with its partners in order to improve the content, banners and promotions that you and other users will see on iGrafx's websites and in iGrafx software products.

Employment applications: You provide your personal information when you apply and/or submit your resume for an employment opportunity with iGrafx.

2. How iGrafx uses the information.

Depending on the Services, iGrafx uses information, including personal information, in compliance with applicable law for the following purposes.

To operate the Services, provide Services to you, process transactions with you, provide login credentials, provide maintenance, technical support and professionals services. iGrafx uses the information you provide for its internal statistical and analytical purposes, to evaluate and profile customers including customer preferences and purchasing trends that iGrafx may use for marketing, operations, and development purposes.

To improve the Services, enhance your experience of the Services, or for research and development purposes related to iGrafx software products. It is important for iGrafx to receive feedback from its customers about its Services and any features they would like to see in future versions of the Services. As such, we may use your personal information to contact you

about our products and to inform you of upgrades, promotions and new products that may be of interest to you.

To communicate with you about the Services , including to respond with an offer related to the Services in response to your request, to notify you of expiration of the Services, respond to your comments and inquiries about the Services, notify you of security concerns, to contact you about iGrafx software products and services, and to inform you of upgrades and new products that may be of interest to you.

To market and promote the Services to you, either directly or through reputable third party service providers who have reasonable administrative and technological measures in place to appropriately protect your information. Marketing and promotion includes, among other things, communicating with you about products, services, special offers, evaluations, surveys, newsletters, invitations for conferences, events, and seminars, and promotions offered by iGrafx and others.

To contact you to ensure that the information iGrafx has in its records is still correct and to add additional information to complete your profile.

To contact you about employment opportunities in response to your submission to iGrafx of a resume or application or inquiry for employment.

To enforce or protect the legal rights and interests of iGrafx or others in connection with audits, compliance or regulatory undertakings, legal claims, or proposed merger, sale of assets, financing, or acquisition of all or a portion of iGrafx business.

To provide you with information about or provide to you a product or service from one of iGrafx's partners. The use of your information by iGrafx and its partner is limited to the specific partner program that you have joined.

3. How iGrafx shares the information.

iGrafx may share the information, including personal information, that you have provided to us with subsidiaries and affiliated companies. Such subsidiaries and affiliated companies will comply with the terms of this policy. We may share the information with independent auditors, acting on

our behalf, for anti-piracy and revenue accounting purposes provided that such companies comply with the terms of this policy.

As a registered iGrafx customer, you have the opportunity to receive news and special offers from iGrafx and iGrafx approved third parties. iGrafx may share your information with our third-party vendors and companies who supply us with marketing services to communicate information about our products and services and to such vendors who provide support services, in such cases, on a need to know basis. These companies are not authorized by iGrafx to use your information for any purpose other than delivering the services that have been requested by iGrafx. iGrafx will not sell, rent or otherwise provide your personal information to third parties for marketing purposes unless you have provided iGrafx with your consent to do so.

You consent to iGrafx's disclosure of your information, including personal information, to: (a) iGrafx affiliates and subsidiaries worldwide for the purpose of data processing and collection; (b) iGrafx's distributors, resellers, partners, and other third parties in connection with the sales and marketing of licenses or subscriptions for iGrafx's software products or services or performance of its contractual obligations under any applicable transaction; (c) with vendors, consultants, and service providers who need to access such information to perform contractual obligations on behalf of iGrafx; (d) third parties if iGrafx believes you are in violation of any of our user or services agreements or policies, or to protect iGrafx's rights, property, and safety, and the rights, property, and safety of others; and (e) third parties in connection any proposed merger, sale of company assets, financing, or acquisition of all or a portion of iGrafx business. Unless required by applicable law or agreement, iGrafx is not responsible for any improper use by such third parties. In addition, iGrafx may also share aggregated or pseudonymized information that you provide that cannot reasonably be used to identify you.

Other than described above, iGrafx will not use or disclose personal information except when we have your consent or under special circumstances, such as the disclosure we believe is required by law, regulation or legal process.

4. How iGrafx stores and secures the information

iGrafx uses a variety of physical, administrative, and technical safeguards designed to protect your personally identifiable information under our control from unauthorized access, disclosure, loss, misuse and alteration. iGrafx secures the personal information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. Orders received by the iGrafx eStore (including credit card information) are encrypted using the Secure Sockets Layer (SSL) Protocol for browsers that supports 128-bit encryption. While iGrafx strives to protect your personally identifiable information, iGrafx cannot ensure the security of the information you transmit and we recommend you take every reasonable precaution in protecting your personally identifiable information.

The Services may provide links to third-party sites iGrafx believes may be of interest to you and iGrafx has a presence on certain social media sites like Facebook, LinkedIn or Twitter. These third-party sites are not under iGrafx's control and you are advised to check their applicable privacy policies before providing your personal information to them.

5. How long iGrafx keeps the information.

iGrafx keeps your information for a reasonable amount of time to permit iGrafx to use it for the purposes communicated to you or as needed to comply with iGrafx's legal obligations, resolve disputes and enforce iGrafx's or its licensors' agreements. When information is no longer required, iGrafx will ensure that all such information is securely deleted from its databases. iGrafx may use the services of third party companies to physically collect, store or remove your information on behalf of iGrafx. Any such companies will have to comply with the terms of this policy.

When you use the iGrafx Cloud Services your information will be retained for as long as you or your organization has a fully paid, valid subscription term with iGrafx. If you are an Authorized User, your organization decides how long information you provided, including personal information, will be retained during the relevant fully paid, valid subscription term with iGrafx.

6. Transfers of Information, including international transfer.

To facilitate our global operations, iGrafx may transfer and access your personal information from around the world, including the United States. This policy shall apply even if we transfer personal information to other countries.

7. How you can access and control your information.

Depending on applicable law, you may have the following rights. You have the right to request access your personal information, request a copy of your personal information, correct your personal information if it is incomplete or inaccurate, delete your personal information and object to the processing of your personal data (including for marketing purposes). iGrafx may take steps to verify your identity before granting access or making changes to your personal information to ensure the privacy and security of such information. Where the Services are controlled by a Customer, you will need to contact the Customer administrator to assist with your requests. See section 9 below for more details.

Your rights to access, modify, correct, or delete personal information may be limited by law or when iGrafx or its relevant Customer has a legitimate accounting, reporting, legal, or documentation retention obligations. In such cases iGrafx or its relevant Customer may retain your personal information to comply with such laws or obligations for a reasonable period of time.

To exercise your rights with respect to such personal information, please contact iGrafx at the addresses set forth in Section 12 “Contact Us” of this policy or your Customer administrator as relevant.

You may unsubscribe from future marketing communications from iGrafx or its third parties by sending an email to unsubscribe@igrafx.com. If you have received marketing communications from a third party on behalf of iGrafx, you may also unsubscribe by following the unsubscribe procedures designated by such third party.

8. Control of Services by Customers.

Most of iGrafx products and services are intended for use by organizations (the “Customer”). If you are using the Services as an Authorized User on behalf of a Customer, the Customer is the administrator of the Services.

iGrafx processes the information provided by Customer as contemplated in our agreements, this policy, and as directed by the Customer. The Customer is responsible for the Services accounts, licenses, and subscriptions over which it has control. Because iGrafx has no direct relationship with you as an Authorized User, you must direct your data privacy questions to the Customer administrator, as your use of the Services is controlled that Customer's policies subject to iGrafx's underlying agreements. iGrafx is not responsible for the privacy or security practices of a Customer, which may be different than this policy.

9. Children

iGrafx websites are neither designed nor intended for children who are under the age of 13. In order to ensure compliance with the provisions of the Children's Online Privacy Protection Act, children under the age of 13 should not provide any personal information to this site. We request that parents and guardians supervise their children's online activities. iGrafx will not knowingly collect personal data from children under the age of 13 and will delete such data upon discovery.

10. European Data Privacy Compliance.

When transferring data from the European Economic Area, iGrafx relies upon a variety of legal mechanisms, including contracts with our customers, affiliates and partners, and provides adequate protection for the transfer to the U.S. of personal information about individuals located in the EEA. If there is not a legal basis in place to validate the transfer of personal data in the course of iGrafx providing paid Services, iGrafx will provide its relevant EEA customer with iGrafx's standard data processing addendum ("DPA") incorporating the European Commission's standard contract clauses (model clauses). Qualifying Customers should promptly contact iGrafx at legal@igrafx.com to request a copy of the iGrafx DPA for review and signature.

11. Contact Us

If you have any questions about iGrafx's compliance with the Privacy Policy, please direct your inquiry to iGrafx, LLC or our European Representative.

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