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PRIVACY POLICY

Last Modified: June 29, 2018

Introduction

This Privacy Policy describes how NovaSignal collects and uses Personal Data about you through the use of our Website, and through email, text, and other electronic communications between you and NovaSignal.

NovaSignal Corp. (“**NovaSignal**” or “**we**” or “**us**”) respects your privacy and is committed to protecting it through our compliance with this policy.

This Privacy Policy (our “**Privacy Policy**“) describes the types of information we may collect from you or that you may provide when you visit the website www.neuralanalytics.com (“**Website**“), purchase goods and services from us, or when you provide us your contact information at trade shows and other marketing events (“**Sales and Marketing Events**”) and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect when you communicate with us through email, text, and other electronic messages including on or through our Website.

It does not apply to information collected by us through any other means, including any information that may be collected by us through the use of our products and service and information collected by us from any third party, including through any application or content (including social media sites) that may link to or be accessible from or on the Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website or provide us information at Sales and Marketing Events. By accessing or using this Website or providing us information at Sales and Marketing Events, you agree to this Privacy Policy. This Privacy Policy may change from time to time (see [Changes to Our Privacy Policy](#)).

Data Controller

NovaSignal is the data controller of the Personal Data you provide on the Website or at Sales and Marketing Events. NovaSignal has not appointed a Data Protection Officer or a representative in the EU because it is not required under applicable data privacy laws to do so.

NovaSignal is the data controller of your Personal Data. At this time, NovaSignal is not required to appoint a Data Protection Officer or a representative in the EU, and has elected not to do so. NovaSignal may be contacted in any manner set forth below in the “[Contact Information](#)” Section of this Privacy Policy.

Children Under the Age of 18

Our products and services are not intended for children under the age of 18 and children under the age of 18 are not permitted to use our Website or provide us information at Sales and Marketing Events. We will remove any information about a child under the age of 18 if we become aware of it.

Our products and services are not intended for children under 18 years of age. No one under age 18 may provide any information to or on the Website or at Sales and Marketing Events. We do not knowingly collect Personal Data from children under 18. If you are under 18, do not use or provide any information on our Website or on or through any of its features or at Sales and Marketing Events, including your name, address, telephone number, and/or email address. If we learn that we have collected or received Personal Data from a child under 18, we will delete that information. If you believe we might have any information from or about a child under 18, please contact us through the [Contact Information](#) below.

Information We Collect About You and How We Collect It

We collect different types of information about you, including information that may directly identify you, information that is about you but individually does not personally identify you, and information that we combine with our other users. This includes information that we collect directly from you or through automated collection technologies.

Generally

We collect several types of information from and about users and potential users of our products and services at Sales and Marketing Events and on our Website (“**Personal Data**“):

- by which you may be personally identified, such as name, postal address, e-mail address, and telephone number;
- that is about you but individually does not identify you, such as your organization name and address, the Sales and Marketing Event attended (and specific products or services you may have indicated you are interested in), your product serial number and product name, and in website logs, which may include date and time of your visit to our Website, your IP address, and error information; and/or
- that is about your internet connection, the equipment you use to access our Website and usage details.

We collect this information:

- directly from you when you provide it to us;
- automatically as you navigate through the Website. Information collected automatically may include usage details and IP addresses; and
- from third parties, for example, our business partners and conference hosts.

Information You Provide to Us

The information we collect on or through our Website and at Sales and Marketing Events is:

- information that you provide by filling in forms on our Website or at Sales and Marketing Events. This includes information provided at the time of requesting further information through the Contact Us link on our Website. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with our Website;
- records and copies of your correspondence (including email addresses), if you contact us; and
- your responses to surveys that we might ask you to complete for research purposes.

The Personal Data we collect from you is required to enter into a contract with NovaSignal, for NovaSignal to perform under the contract, and to provide you with our products and services or

information that you request. If you refuse to provide such Personal Data or withdraw your consent to our processing of Personal Data, then in some cases we may not be able to enter into the contract, fulfill our obligations to you under it, or provide you with the information that you request.

Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, specifically:

- details of your visits to our Website in website logs, which may include date and time of your visit to our Website and error information; and
- Information about your computer and internet connection, specifically your IP address, operating system, and browser type.

The information we collect automatically is statistical data and may include Personal Data or we may maintain it or associate it with Personal Data we collect in other ways or receive from third parties. It helps us to improve our Website and debug issues on our Website.

Lawful Basis for Processing Your Personal Data

We have a lawful basis for our processing of your Personal Data, including processing for our legitimate interests (when balanced against your rights and freedoms), to fulfill our obligations to you under a contract with you, and required by law, and with your consent.

If you are in the European Union, the processing of your Personal Data is lawful only if it is permitted under the applicable data protection laws. We have a lawful basis for each of our processing activities (except when an exception applies as described below):

- **Consent.** By using our Website or providing your information at Sales and Marketing Events, you consent to our collection, use, and sharing of your Personal Data as described in this Privacy Policy. If you do not consent to this Privacy Policy, please do not use the Website or provide information at Sales and Marketing Events;
- **Legitimate Interests.** We will process your Personal Data as necessary for our legitimate interests. Our legitimate interests are balanced against your rights and freedoms and we do not process your Personal Data if your rights and freedoms outweigh our legitimate interests. Our legitimate interests are to: facilitate communication between NovaSignal and you; detect and correct bugs and to improve our Website; safeguard our IT infrastructure and intellectual property; detect and prevent fraud and other crime; and promote and market our business;

- **To Fulfill Our Obligations to You under our Contract.** We process your Personal Data in order to fulfill our obligations to you pursuant to our Contract with you to deliver our goods and services to you. Specifically, we use your Personal Data to provide you with support for our goods and services; and
 - **As Required by Law.** We may also process your Personal Data when we are required or permitted to by law; to comply with government inspection, audits, and other valid requests from government or other public authorities; to respond to legal process such as subpoenas; or as necessary for us to protect our interests or otherwise pursue our legal rights and remedies (for instance, when necessary to prevent or detect fraud, attacks against our network, or other criminal and tortious activities), defend litigation, and manage complaints or claims.
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Special Categories of Information

We generally do not request you provide, and do not process, any special categories of Personal Data.

NovaSignal does not ask you to provide, and we do not knowingly collect, any special categories of Personal Data from you, including Personal Data that reveals your racial or ethnic origin, political opinions, religious, philosophical beliefs, or trade unions membership, or the processing of data concerning your health or data concerning your sex life or sexual orientation or history of criminal convictions.

Automated Decision Making

We generally do not use your Personal Data with any automated decision making processes.

NovaSignal does not use your Personal Data with any automated decision making process, including profiling, which may produce a legal effect concerning you or similarly significantly affect you.

How We Use Your Information

We use your Personal Data for various purposes described below, including to:

- *provide our Website to you;*
- *provide you with information you request from us;*
- *enforce our rights arising from contracts;*
- *notify you about changes; and*
- *provide you with notices about your account.*

Data:

- to present our Website and their contents to you;
- to provide you with information, products, or services that you request from us;
- to fulfill any other purpose for which you provide it;
- to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing, collection, and product support;
- to notify you about changes to our Website or any products or services we offer or provide through them;
- in any other way we may describe when you provide the information; and
- for any other purpose with your consent.

With your consent, we may also use your Personal Data to contact you about our own goods and services that may be of interest to you, provide you with surveys, and/or send you our newsletter. If you wish to consent to these uses, please check the relevant box(es) located on the form on which we collect your data. If you wish to change your choice, you may do so at any time by sending us an email stating your request as described in our [Contact Information](#). For more information, see [Choices About How We Use and Disclose Your Information](#).

Disclosure of Your Information

We do not share, sell, or otherwise disclose your Personal Data for purposes other than those outlined in this Privacy Policy. We disclose your Personal Data to a few third parties, including:

- *our third-party service providers that we use to support our business;*
- *to a company we merge, acquire, or that buys us, or in the event of change in structure of our company of any form;*
- *to comply with our legal obligations;*
- *to enforce our rights; and*
- *with your consent.*

We do not share, sell, or otherwise disclose your Personal Data for purposes other than those outlined in this Privacy Policy. However, we may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose Personal Data that we collect or you provide as described in this Privacy Policy:

- to contractors, service providers, and other third parties we use to support our business. These entities provide IT and infrastructure support services, mailing shipping services, email services, and support and maintenance services for our products and services;

- to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of NovaSignal’s assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by NovaSignal about our customers and potential customers are among the assets transferred;
- to fulfill the purpose for which you provide it;
- for any other purpose disclosed by us when you provide the information; and
- with your consent.

We may also disclose your Personal Data:

- to comply with any court order, law, or legal process, including to respond to any government or regulatory request;
- to enforce or apply our Website’s Terms of Use; and
- if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of NovaSignal, our customers, or others.

Choices About How We Use and Disclose Your Information

We offer you choices on how you can opt out of our use of tracking technology, disclosure of your Personal Data for third-parties to advertise to you, our advertising to you, and other targeted advertising.

We do not control the collection and use of your Personal Data collected by third parties described above in [Disclosure of Your Information](#). When possible, these organizations are under contractual obligations to use this data only for providing the services to us and to maintain this Personal Data strictly confidential. These third parties may, however, aggregate the information they collect with information from their other customers for their own purposes.

Your Rights Regarding Your Information and Accessing and Correcting Your Information

You may have certain rights under applicable data protection laws, including the right to access and update your Personal Data, restrict how it is used, transfer certain Personal Data to another controller, withdraw your consent at any time, and the right to have us erase certain Personal Data about you. You also have the right to complain to a supervisory authority about our processing of your Personal Data.

Applicable data protection laws may provide you with certain rights with regards to our processing of your Personal Data.

- **Access and Update.** You can review and change your Personal Data by sending us a request through any of the methods listed below. We may not be able to accommodate

your request if we believe it would violate any law or legal requirement or cause the information to be incorrect.

- **Restrictions.** You have the right to restrict our processing of your Personal Data under certain circumstances. In particular, you can request we restrict our use of it if you contest its accuracy, if the processing of your Personal Data is determined to be unlawful, or if we no longer need your Personal Data for processing, but we have retained it as permitted by law.
- **Portability.** To the extent the Personal Data you provide NovaSignal is processed based on your consent, you have the right to request that we provide you a copy of, or access to, all or part of such Personal Data in a structured, commonly used and machine-readable format. You also have the right to request that we transmit this Personal Data to another controller, when technically feasible.
- **Withdrawal of Consent.** To the extent that our processing of your Personal Data is based on your consent, you may withdraw your consent at any time by contacting us through any of the methods described below. Withdrawing your consent will not, however, affect the lawfulness of the processing based on your consent before its withdrawal, and will not affect the lawfulness of our continued processing that is based on any other lawful basis for processing your Personal Data.
- **Right to be Forgotten.** You have the right to request that we delete all of your Personal Data. We may not accommodate a request to erase Personal Data if we believe the deletion would violate any law or legal requirement or cause the Personal Data to be incorrect. In all other cases, we will retain your Personal Data as set forth in this policy. In addition, we cannot completely delete your Personal Data as some data may rest in previous backups. These will be retained for the periods set forth in our disaster recovery policies.
- **Complaints.** You have the right to lodge a complaint with the applicable supervisory authority in the country you live in, the country you work in, or the country where you believe your rights under applicable data protection laws have been violated. However, before doing so, we request that you contact us directly in order to give us an opportunity to work directly with you to resolve any concerns about your privacy.
- **How You May Exercise Your Rights.** You may exercise any of the above rights by contacting us through any of the methods below in [Contact Information](#). If you contact us to exercise any of the foregoing rights, we may ask you for additional information to verify your identity. We reserve the right to limit or deny your request if you have failed to provide sufficient information to verify your identity or to satisfy our legal and business requirements. Please note that if you make unfounded, repetitive, or excessive requests (as determined in our reasonable discretion) to access your Personal Data, you may be charged a fee subject to a maximum set by applicable law.

Do Not Track Signals

We do not track you over time and across other third-party websites or services and therefore we currently do not honor do-not-track signals that may be sent by some browsers.

We do not track you over time and across third-party websites or other online services for any purpose. Some web browsers permit you to broadcast a signal to websites and online services

indicating a preference that they “do not track” your online activities. Because we currently do not track your online activities, we do not honor such signals and we do not modify what information we collect or how we use that information based upon whether such signal is broadcast or received.

Data Security

Information transmitted over the Internet is not completely secure, but we implement security measures to protect your Personal Data.

We have implemented measures designed to secure your Personal Data from accidental loss and from unauthorized access, use, alteration, and disclosure.

Unfortunately, the transmission of information via the internet is not completely secure. Although we have implemented security measures to protect your Personal Data, we cannot guarantee the security of your Personal Data. Any provision of Personal Data is at your own risk. We are not responsible for circumvention of any security measures we have deployed.

Consent to Processing of Personal Data in Other Countries Outside the European Economic Area

We may process your Personal Data outside of your home country, including in the United States. We only do this when we are legally permitted to do so and when we have appropriate safeguards in place to protect your Personal Data.

If you are a resident of the European Economic Area (“EEA”), in order to provide our Website, products, and services to you, we may send and store your Personal Data outside of the EEA, including to the United States. Accordingly, your Personal Data may be transferred outside the country where you reside or are located, including to countries that may not or do not provide an adequate level of protection for your Personal Data (as determined by the European Commission).

Your Personal Data is transferred by NovaSignal to another country only if it is required or permitted under applicable data protection law and provided that there are appropriate safeguards in place to protect your Personal Data. By using our Website or submitting information at Sales and Marketing Events, you represent that you have read and understood the above and hereby consent to the storage and processing of Personal Data that you provide to us on our Website or at Sales and Marketing Events. To ensure your Personal Data is treated in accordance with this Privacy Policy, NovaSignal uses Data Protection Agreements between NovaSignal and all other recipients of your data that include, where applicable, the Standard Contractual Clauses adopted by the European Commission (the “**Standard Contractual Clauses**”). The European Commission has determined that the transfer of Personal Data pursuant to the Standard

Contractual Clauses provides for an adequate level of protection of your Personal Data. Under these Standard Contractual Clauses, you have the same rights as if your data was not transferred to such third party. You may request a copy of the Data Protection Agreement by contacting us through the contact methods below.

Data Retention Periods

We generally retain your Personal Data for seven (7) years after collection or any communication from you to us. In some instances, we may keep it after this period, for example we may keep it:

- *on our backup and disaster recovery systems;*
- *for as long as necessary to protect our legal interests; and*
- *to comply with other legal requirements.*

NovaSignal will retain your Personal Data generally for a period of seven (7) years after its collection or after any communication from you to us. After this retention period, we may retain your Personal Data:

- - for as long as necessary to comply with any legal requirement;
 - on our backup and disaster recovery systems in accordance with our backup and disaster recovery policies and procedures;
 - for as long as necessary to protect our legal interests or otherwise pursue our legal rights and remedies; and
 - for data that has been aggregated or otherwise rendered anonymous in such a manner that you are no longer identifiable, indefinitely.
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Changes to Our Privacy Policy

We will post any changes to our Privacy Policy on our Website. If we make material changes to our Privacy Policy, we may notify you of such changes through your contact information and invite you to review (and accept, if necessary) the changes.

We may change this Privacy Policy at any time. It is our policy to post any changes we make to our Privacy Policy on our Website with a notice that the Privacy Policy has been updated on the Website's home page. If we make material changes to how we treat our customers' and potential customers' Personal Data, we will notify you by email at the email address specified for you and/or through a notice on the Website's home page. The date this Privacy Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this Privacy Policy to check for any changes.

Contact Information

If you have any questions, concerns, complaints or suggestions regarding our Privacy Policy, have any requests related to your Personal Data pursuant to applicable laws, or otherwise need to contact us, you may do so at the contact information below or through the “Contact Us” page on our Website.

To Contact NovaSignal (Controller)

NovaSignal Corp.

2440 S. Sepulveda Blvd.

Suite 115

Los Angeles, CA 90064

USA

+1 877-638-7251

info@neuralanalytics.com

[Contact Us Page](#)

By allowing NovaSignal to contact me via SMS or phone, I consent to receive calls at that number, including prerecorded or artificial voice message calls, fax messages, text messages, and calls and/or messages made using an automatic telephone dialing system by or on behalf of NovaSignal. Such communications may be for telemarketing purposes. This express consent applies to any phone numbers as I provide now or in the future. I confirm that any number I provide is my own. I understand that I am not required to consent to receive telemarketing calls as a condition of the receipt of any goods or services from NovaSignal.