



## **CAMLOKET AND NETSTAIRS PRIVACY POLICY**

*Last updated on February 11<sup>th</sup>, 2023*

Privacy Policy Important Notice: Utilization of CAMLOKET and NETSTAIRS.com and/or CAMLOKET and NETSTAIRS products and services is subject to the terms and provisions outlined in NETSTAIRS TOS, EULA, SLA & other legal policies. Our philosophy on privacy is also defined here.

### **Acceptable Use Policy CAMLOKET and NETSTAIRS AUP**

Acceptable Use Policy establishes here forth guidelines for the acceptable use of CAMLOKET and NETSTAIRS' products and services. All users of the CAMLOKET and NETSTAIRS services and products are required to read and must agree with the AUP prior to use.

### **Consumer Privacy and Opt-Out**

CAMLOKET and NETSTAIRS provide managed hosted services for intelligent media delivery and online enterprise applications. Some of these platforms help publishers and advertisers from across CAMLOKET and NETSTAIRS Client base to better understand their end users and to provide more personalized on-line experiences, including improved targeting advertising. This section of our privacy statement explains CAMLOKET's and NETSTAIRS' approach to consumer privacy and consumers' rights to opt-out of certain data collection.

### **Code of Ethics**

CAMLOKET and NETSTAIRS are committed to delivering excellence, high integrity, honesty, fairness, and professional conduct. It is the responsibility of all of us as CAMLOKET and NETSTAIRS teams to make decisions and take actions in a manner that fully honors CAMLOKET and NETSTAIRS commitment to these set of values.

### **Detailed Privacy Statement**

CAMLOKET and NETSTAIRS have published a detailed privacy statement that explains our approach to privacy issues in depth.

### **Other Notices**

The materials contained on CAMLOKET.com and NETSTAIRS.com are provided by CAMLOKET and NETSTAIRS and may be used for informational purposes only. By viewing or downloading any of the materials contained anywhere on CAMLOKET.com and NETSTAIRS.com, you agree to the terms and provisions.



## Acceptable Use Policy

This Acceptable Use Policy (“AUP”) sets forth guidelines for acceptable use of CAMLOKET and NETSTAIRS systems (the “NETSTAIRS Platforms”) and its services, software and products (“NETSTAIRS Services,” together with the NETSTAIRS Platforms, the “NETSTAIRS Platforms and Services”) by our Clients, resellers and other users of the NETSTAIRS Platforms and Services (each, a “Client”). This list is not meant to be exhaustive, but merely illustrative of examples of conduct deemed by CAMLOKET and NETSTAIRS to be inappropriate, improper or harmful to CAMLOKET’ and NETSTAIRS’ reputation, Platforms or Services and therefore prohibited when using the NETSTAIRS Platforms and Services. The guidelines and restrictions in this AUP on use of the NETSTAIRS Platforms and Services by a Client shall apply equally to the Client’s employees and any other person or entity that is provided access to the NETSTAIRS Platforms and/or Services directly or indirectly by the Client (“Users”). By using the NETSTAIRS Platforms and Services, Client acknowledges that it has read, understood and agrees to comply with the terms of this AUP. Client shall:

- I. ensure that its Users comply with this AUP and
- II. be responsible for violations of this AUP by Client or its Users.

## General Conduct

Client must use the NETSTAIRS Platforms and Services in a manner consistent with the permitted use of such NETSTAIRS Platforms and Services. Unless otherwise expressly permitted in writing by CAMLOKET and NETSTAIRS, Client may not assign, transfer, distribute, resell, lease or otherwise provide access to any third party to the NETSTAIRS Platforms or Services, or use the NETSTAIRS Platforms or Services with or for the benefit of any third party (other than Internet end users). Client may only use the NETSTAIRS Platforms and Services for lawful purposes and in accordance with this AUP.

## Responsibility for Content

CAMLOKET and NETSTAIRS take no responsibility for any Client or User content created, accessible or delivered on or through the NETSTAIRS Platforms and Services. NETSTAIRS does not monitor or exercise any editorial control over such content. Client is solely responsible for

- I. any content published or made available through the NETSTAIRS Platforms or Services by Client and its Users and
- II. compliance with all laws applicable to the publication and distribution of such content. Client shall be solely responsible for maintaining a copy of its content.

## Inappropriate and Illegal Content

Client shall not use the NETSTAIRS Platforms and Services to transmit, distribute or store material that is inappropriate (including online gambling), as reasonably determined by CAMLOKET and NETSTAIRS, or material that is illegal, defamatory, libelous, indecent, obscene, pornographic, enables online gambling or inconsistent with the generally accepted practices



of the Internet community. Client shall ensure that its and its Users' use of the NETSTAIRS Platforms and Services and all content transmitted, distributed or stored on the NETSTAIRS Platforms do not violate any applicable domestic or foreign laws or regulations including but not limited to laws relating to content distribution, encryption or export or any rights of any third party. Client shall not use the NETSTAIRS Platforms and Services to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to the NETSTAIRS Platforms and Services, any other Platforms or equipment, or other Users.

### **Intellectual Property**

Client shall not use the NETSTAIRS Platforms and Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any privacy or other personal rights or any intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. If Client uses a domain name in connection with its use of the NETSTAIRS Platforms and Services, such domain name must not violate any trademark, service mark, or other rights of any third party.

### **Fraudulent/Misleading Content**

Client shall not use the NETSTAIRS Platforms and Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.

### **Email and Spam**

Client shall not use the NETSTAIRS Platforms and Services to send unsolicited e-mail messages or USENET postings, including, without limitation, bulk commercial advertising or informational announcements ("spam"). Further, Client is prohibited from using the service of another provider to send spam or to otherwise promote a site hosted on or connected to the NETSTAIRS Platforms. In addition, Client shall not use the NETSTAIRS Platforms and Services to (a) send e-mail messages or USENET postings which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages or USENET postings to a recipient who has indicated that he/she does not wish to receive them, (c) send e-mail messages or USENET postings with forged header information, or (d) send malicious e-mail messages or USENET postings, including, without limitation, "mailbombing." CAMLOKET and NETSTAIRS reserves the right to charge Client at CAMLOKET' and NETSTAIRS' standard rates for time required to handle any complaints that Client or User violate this Email and Spam section.



## Security Violations

Client is prohibited from violating or attempting to violate the security of the NETSTAIRS Platforms and Services, or any third party Platforms, system, server, or account, including, without limitation, engaging in any of the following activities:

- a) accessing data, servers, accounts, databases, etc. which such Client is not authorized to access,
- b) impersonating NETSTAIRS personnel,
- c) attempting to probe, scan or test the vulnerability of a system or Platforms or to breach security or authentication measures without proper authorization,
- d) attempting to interfere with, disrupt or disable service to any user, host or Platforms, including, without limitation, via means of overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing,"
- e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting,
- f) taking any action in order to obtain services to which such Client is not entitled, or
- g) attempting to utilize another party's account name or persona without authorization from that party. Client is also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for NETSTAIRS Services. Violations of system or Platforms security may result in civil or criminal liability.

## CAMLOKET and NETSTAIRS Rights and Remedies

If Client becomes aware of any content or activity that violates this AUP, Client shall take all necessary action to prevent such Content from being routed to, passed through, or stored on the NETSTAIRS Platforms. To the extent CAMLOKET or NETSTAIRS become aware of any content or activities that CAMLOKET or NETSTAIRS deem, in its sole discretion, to be in violation of this AUP, CAMLOKET and NETSTAIRS may immediately block access to such content, suspend or terminate any affected CAMLOKET and NETSTAIRS Services, or take any other actions CAMLOKET and NETSTAIRS deems appropriate. CAMLOKET and NETSTAIRS shall be solely responsible for determining if any content or action violates this AUP. CAMLOKET and NETSTAIRS reserve the right to terminate or suspend services if the continued provision of services would violate law or otherwise harm NETSTAIRS' Platforms, Services or Clients. CAMLOKET and NETSTAIRS also reserve the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the party that CAMLOKET and NETSTAIRS deems responsible for the wrongdoing. CAMLOKET and NETSTAIRS will endeavor to provide notice to Client prior to suspension or termination of CAMLOKET and NETSTAIRS Services but may immediately suspend or terminate in instances where continued provision of Services would have a material adverse effect on CAMLOKET and NETSTAIRS. CAMLOKET and NETSTAIRS shall not be liable for any damages of any nature suffered by any Client, User, or any third party resulting in whole or in part from CAMLOKET' or NETSTAIRS' exercise of its rights under this AUP. CAMLOKET and NETSTAIRS reserve the right to modify this AUP from time-to-time, in its sole discretion, effective upon posting a revised copy of the Acceptable Use Policy on [www.CAMLOKET.com](http://www.CAMLOKET.com) and [www.NETSTAIRS.com](http://www.NETSTAIRS.com). Any use of the NETSTAIRS Platforms and Services after such modification shall constitute



acceptance of such modification. Any violation shall be sent to [inquiry@camloket.com](mailto:inquiry@camloket.com) and/or [inquiry@netstairs.com](mailto:inquiry@netstairs.com).

## **I. CAMLOKET AND NETSTAIRS ENHANCED DATA AND CONSUMER PRIVACY**

CAMLOKET and NETSTAIRS provide market-leading managed services to business Clients for powering rich media, dynamic transactions, and enterprise applications online. Some of these services help publishers and advertisers across our Client base gather non-personally identifiable information about and gain better insight into their consumer end users which, in turn, enables our Clients to provide more personalized on-line experiences, including through better targeted advertising.

### **Information We May Collect About Consumers**

The information that CAMLOKET and NETSTAIRS finds useful to provide the enhanced data services mentioned above does not require the identification of individual people. Excluding when visitor completes a registration or webform, as a policy, CAMLOKET and NETSTAIRS do not collect, store, or use personally identifiable information such as names, addresses, e-mails, phone numbers or social security numbers from the consumer end users of our business Clients on our own behalf. CAMLOKET and NETSTAIRS also do not integrate the information we collect with names, addresses, e-mails, or other data in a way that would allow us to identify any individual person. Among the ways CAMLOKET and NETSTAIRS provides this insight to our Clients is by gathering statistical and user preference data about consumers through the use of cookies and other similar mechanisms. The information we may collect includes web analytics information, URLs, usage data regarding pages viewed, date and time, browser type, domain type, geographic location information, and other non-personally identifiable information. From time to time, we may also use cookies and other similar mechanisms to collect, store, and use information about your computer system and associate this information with other non-personally identifiable information. CAMLOKET and NETSTAIRS retain the non-personally identifiable information we collect for no more than twelve months.

### **Using Data to Provide Better Insight**

As mentioned above, CAMLOKET and NETSTAIRS use the non-personally identifiable information we collect to provide our business Clients with better insight into their consumer end users, thereby enabling them to provide more personalized on-line experiences, including through better targeted advertising. In addition, CAMLOKET and NETSTAIRS may use the information we collect to support and complete current on-line interactions between our business Clients and their consumer end users, to facilitate Web site and system administration, and for research and development. CAMLOKET and NETSTAIRS may also distribute the information we collect on our own behalf to other CAMLOKET and/or NETSTAIRS companies, our agents, and our business Clients, so long as they agree not to integrate such information with names, addresses, e-mails or other data in a way that would



allow them to identify an individual person. On occasion, CAMLOKET and NETSTAIRS act as a service provider providing back-end services to a specific business Client and collects information from that Client's websites. In those instances, the use of the data is governed by that business Client's privacy policy.

## **How to Contact Us**

As specified above, in providing managed services and creating CAMLOKET and NETSTAIRS enhanced data, CAMLOKET and NETSTAIRS seek to maintain the anonymity of individuals whose data may be collected, used, or disclosed by CAMLOKET and NETSTAIRS. CAMLOKET and NETSTAIRS want to know if you believe your personally identifiable information has been improperly used, and is prepared to respond appropriately. Should you have reason to believe CAMLOKET or NETSTAIRS or our business Clients have failed to protect your personally identifiable data properly, we want to know about it. Please contact us at [inquiry@camloket.com](mailto:inquiry@camloket.com) or [inquiry@netstairs.com](mailto:inquiry@netstairs.com). We will act expeditiously to remove or to disable access to any identifiable personal information regarding an individual we may have stored upon obtaining actual knowledge of the fact that the information may have been obtained in violation of a privacy law or agreement.

## **Consumer Choice**

CAMLOKET and NETSTAIRS believe in giving consumers choice. To enable this choice, we provide consumers with the ability to opt out of allowing CAMLOKET and NETSTAIRS to collect non-personally identifiable information to enable our business Clients to customize their Web sites through targeted advertising. If you would like to exercise your right to opt-out of this use of your non-personally identifiable information, send an email to [inquiry@camloket.com](mailto:inquiry@camloket.com) or [inquiry@netstairs.com](mailto:inquiry@netstairs.com). When you opt-out using this method CAMLOKET or NETSTAIRS will place an opt-out cookie on your browser. You should note that if you delete, block or otherwise restrict cookies, or if you use a different computer or browser, you may need to renew your opt-out choice. Once you have opted out, CAMLOKET and NETSTAIRS will no longer use information we have collected to help deliver targeted advertisements. However, we may use such information for related purposes described above, including to support and complete current on-line interactions between our business Clients and their consumer end users, to facilitate Web site and system administration, and for research and development, as well as for other purposes unrelated to targeted advertising.

Prior to January 2010, you should opt-out again using the NAI's consumer opt-out page located at [http://www.PlatformsAdvertising.org/managing/opt\\_out.asp](http://www.PlatformsAdvertising.org/managing/opt_out.asp) to ensure that your choice is saved and recognized by CAMLOKET and NETSTAIRS.



## II. PERSONALLY IDENTIFIABLE INFORMATION ON INDIVIDUAL CONSUMERS.

1. Except as required by law or recognized public policy, CAMLOKET and NETSTAIRS will not knowingly collect, store or use sensitive personal data, except with the individual's permission. As specified above, in distributing content, streaming media, and delivering applications for our business Clients, CAMLOKET and NETSTAIRS generally have no direct relationship with consumers and does not collect personally identifiable data on them. However, the Internet is evolving with incredible speed, and so is CAMLOKET and NETSTAIRS. We don't want to wait until the day our business involves many direct relationships with consumers to have a consumer privacy policy. So CAMLOKET and NETSTAIRS want you to know that the company and our subsidiaries will not knowingly collect, use or disclose sensitive personal data, except with the individual's permission, or under one of the principles specified in applicable U.S. and international privacy laws, discussed below. Sensitive personal data includes personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, health or sexual activity.

2. CAMLOKET and NETSTAIRS recognize standard domestic and international legal and public policy exceptions to non-disclosure. Important exceptions to the general rule of non-disclosure without permission have been codified internationally in such privacy laws as the 1995 EU Privacy Directive, Title V of the U.S. Financial Services Modernization Act in 1999, and Canada's Personal Information Protection Act (C-6). In general, information processors such as CAMLOKET and NETSTAIRS may collect, maintain and use personally identifiable information that could be considered sensitive or controversial with the consent of the subject of the personally identifiable information, or when the processing is necessary for the performance of a task carried out in the public interest, such as processing or publication of material from public record sources or the public media. In addition, CAMLOKET and NETSTAIRS recognize other standard legal and public policy exceptions to non-disclosure set forth in these and other relevant statutes. CAMLOKET and NETSTAIRS may therefore collect, use and disclose personally identifiable information necessary for the establishment, exercise or defense of legal claims, as required by law, or where the collection, use and disclosure is necessary for the purposes of preventive medicine, medical diagnosis, the provision of care or treatment or the management of health-care services. For example, NETSTAIRS may maintain such data in our system for a business Client using CAMLOKET or NETSTAIRS to store or process health insurance records for the purposes of the coordination of insurance benefits, in conformity with applicable national privacy and security requirements. As provided by applicable U.S. federal law, CAMLOKET and NETSTAIRS may also disclose personally identifiable information without the consent of the individual to protect the confidentiality or security of the firm's records pertaining to the Client, the service or product, or the transaction, to protect against or prevent actual or potential fraud, for institutional risk control, to resolve Client disputes or injuries, and for various other purposes provided by law.

3. CAMLOKET and NETSTAIRS will provide consumers meaningful notice and choice before collecting personally identifiable information on them. While today most of the data that streams through or is maintained by CAMLOKET and NETSTAIRS is selected by CAMLOKET' and NETSTAIRS' business clients, CAMLOKET and NETSTAIRS and our related companies may offer services directly to consumer Clients. In such cases, CAMLOKET and NETSTAIRS are committed to providing consumers meaningful notice and choice before collecting personally identifiable



information on them from non-public sources. If we sell all or part of our business or make a sale or transfer of assets or are otherwise involved in a merger or business transaction, we may transfer your personally identifiable information to a third party as part of that transaction as long as the acquirer agrees to comply with this privacy policy or has in place a substantially similar privacy policy. CAMLOKET or NETSTAIRS will provide anyone who becomes a consumer Client of CAMLOKET or NETSTAIRS with the ability to opt out of the provision of personally identifiable information for any purpose other than the service authorized by the consumer.

4. CAMLOKET and NETSTAIRS will use our best efforts to stop the processing of any disputed personally identifiable information upon notification by an individual that there may be a problem. If you believe CAMLOKET or NETSTAIRS may be processing or maintaining sensitive or personally identifiable information pertaining to you without your consent, or in violation of applicable domestic or international laws, please let us know at [inquiry@netstairs.com](mailto:inquiry@netstairs.com). We will act expeditiously to disable access to any sensitive or personally identifiable information about you we may have obtained, while we work to investigate your complaint and to resolve the problem.

5. CAMLOKET and NETSTAIRS will respect FTC regulations and other applicable federal and state laws governing the handling of personally identifiable information in connection with the purchase, sale, or transfer of the assets of a business. Recent federal bankruptcy litigation and FTC actions have highlighted new questions regarding the handling of personally identifiable information in connection with the resolution of a company's assets involving the liquidation of those assets. These questions may also have implications for the purchase, sale or transfer of personally identifiable information in connection with other forms of corporate restructuring. Although this area of U.S. law has been in flux, CAMLOKET and NETSTAIRS are committed to respecting FTC regulations and any other applicable state and federal laws regarding the purchase, sale or transfer of personally identifiable information in connection with any form of purchase, sale or transfer of the assets of a business.

6. CAMLOKET and NETSTAIRS do not currently knowingly collect, use and disclose personally identifiable data on children under the age of 13. CAMLOKET and NETSTAIRS will comply with the Children's Online Privacy Protection Act of 1998 if CAMLOKET or NETSTAIRS were to offer services to children under the age of 13. In general, any data on children that might be processed or stored by CAMLOKET and/or NETSTAIRS would be processed without modification through CAMLOKET' or NETSTAIRS' role as an intermediary services provider for other businesses. In the event that NETSTAIRS were to collect, use or disclose personally identifiable data on children on its own behalf and not as an intermediary services provider, CAMLOKET and NETSTAIRS will comply with the Children's Online Privacy Protection Act of 1998 ("COPPA") at that time, including but not limited to by obtaining verifiable parental consent, offering choice regarding disclosures to third parties, and providing parental access to information.





## Code of Ethics

CAMLOKET and NETSTAIRS are committed to operating at the highest level of excellence, honesty, fairness, and integrity. It is the responsibility of everyone on the NETSTAIRS team to make decisions and take actions in a manner that fully honors NETSTAIRS' commitment to these values.

CAMLOKET and NETSTAIRS shall always:

- Pioneer and embrace innovation and continually improve customer value;
- Work with client as a team. Learn, understand, anticipate, and satisfy client and marketplace needs, while responding to clients with quality service;
- Maintain & Respect the security of customer information and ensure their trust in CAMLOKET and NETSTAIRS;
- Have fun;
- Encourage employee innovation, initiative, and appropriate risk taking;
- Foster a work environment that attracts, challenges, motivates, and retains high caliber talents;
- Demonstrate professionalism and respect for employees, customers, business partners, and competitors;
- Conduct business with the highest level of ethics, integrity, and fair competitive practices;
- Adhere to the highest standards in the accuracy of our financial reporting and corporate governance practices;
- Measure our progress and deliver on our commitments to all stakeholders, while striving for excellence in all we do;
- Communicate openly and honestly.

CAMLOKET and NETSTAIRS will never:

- Dismiss ideas from any source without consideration;
- Promise what we cannot deliver;
- Defy our Statement of Purpose and Guiding Principles;
- Allow any illegal, unsafe, or abusive behavior in the workplace, including harassment or discrimination of any kind;
- Violate the trust of customers, their clients, business partners, employees, or shareholders.

## Privacy Policy

Effective as of January 4, 2010 NETSTAIRS' handling of personal data in its web site & commercial services may be broadly separated into several topics: NETSTAIRS is committed by abiding its contractual obligations and by all local, domestic, federal and international laws governing the protection of personal data. The NETSTAIRS Privacy Statement sets forth company privacy policy regarding each of these four areas of our handling of data. By using NETSTAIRS' services, you agree to let NETSTAIRS collect and use information per the terms of this policy. If we decide to change our privacy policy, we will post changes on this page and



note the effective date so that you are always aware of what information we collect and how we use it. This also applies to CAMLOKET.

- I. CAMLOKET and NETSTAIRS' primary business is streaming live, on-demand, interactive media, and delivering platforms and applications for our business Clients, in which CAMLOKET and NETSTAIRS may serve as a conduit for information controlled by others;
- II. CAMLOKET and NETSTAIRS may acquire personally identifiable information of employees of businesses considering or using CAMLOKET and/or NETSTAIRS services;
- III. CAMLOKET and NETSTAIRS offer media enabled services to business Clients, including some that help partners, broadcasters, publishers and advertisers across our Client base gather non-personally identifiable information about, and gain better insight into, their end users;
- IV. CAMLOKET and NETSTAIRS at its sole discretion may also provide services on its own behalf or on behalf of business Clients directly to consumers that could involve the collection, use or disclosure of personally identifiable information unless otherwise directed by Clients. Please note that if you link to a third-party site from CAMLOKET and NETSTAIRS, any information you provide to that site and any use of that information by the third party are not under the control of CAMLOKET and NETSTAIRS and are not subject to this Privacy Statement. You should consult the privacy policies of each site you select to visit.

### **III. STREAMING MEDIA, DELIVERING PLATFORMS & APPLICATIONS FOR BUSINESS.**

1. CAMLOKET and NETSTAIRS perform as system integrators and intermediary service providers to Internet businesses. CAMLOKET and NETSTAIRS are business-to-business providers of Internet services. We providing managed hosted services and delivery of Internet streaming media, live, on-demand, interactive & other forms of white or shared label platforms and applications, so that consumers can run their business with enhanced performance, reliability and richness. CAMLOKET' and NETSTAIRS' Clients shall receive access to our Platforms. CAMLOKET and NETSTAIRS may transmit the content these Clients have chosen to move through CAMLOKET and NETSTAIRS global installation of servers offered through its ISP and CDN Platforms partners. In providing these services, CAMLOKET and NETSTAIRS act purely as a channel to facilitate communications. CAMLOKET and NETSTAIRS only host, does not select the persons receiving the content, and does not make any representation about substance of the content or the information contained.

2. Although most of our application is server based, from time to time, CAMLOKET and NETSTAIRS may store data automatically in order to transmit it more efficiently. The data may be stored for indefinite period of time, as determined by the technical requirements CAMLOKET and NETSTAIRS develop through working with our business Clients. CAMLOKET and NETSTAIRS utilize the delivery of content and applications for Clients through its CDN & Managed Hosted Service providers using automatic, intermediate, and temporary information storage to make the onward transmission of that information to other recipients more efficient. Temporary storage processes retain information only so long as is reasonably necessary to transmit the data. Intermediate storage processes retain information only so long as is reasonably necessary for continued transmission, to maintain the security of the



Platforms and the data, to permit the company to monitor and improve our performance, for related administrative purposes, or as required by our business Clients. In some cases, data may be stored by CAMLOKET and NETSTAIRS for an extended period.

3. CAMLOKET' and NETSTAIRS' processing of data is determined by our business Clients. CAMLOKET and NETSTAIRS do not collect, use, or disclose personally identifiable consumer information, except as directed by CAMLOKET and/or NETSTAIRS' business Clients. CAMLOKET and NETSTAIRS comply with any conditions on access to information requested by CAMLOKET' and NETSTAIRS' business Clients, while maintaining confidential matters and NDA related discussions as the proprietary business information of CAMLOKET' and NETSTAIRS' business Clients, as is set forth in our contracts with them.

4. CAMLOKET and NETSTAIRS reserve the right that in the event of harmful information, such information shall be removed that is no longer required, data that it has reason to believe is being used to facilitate illegal activity, or data which should legally be disabled.

5. CAMLOKET and NETSTAIRS are primarily a business-to-business company that respects obligations to consumers to protect their privacy. CAMLOKET and NETSTAIRS are primarily a business-to-business provider of outsourced media infrastructure services. Our Clients include enterprise companies, brand managers, ad agencies, TV broadcasters, publishers, event organizers, and business-to-consumer sites. We commit to our business Clients to provide secure, reliable & scalable platforms and infrastructure services and software enabling them to reduce the complexity and cost of deploying and operating a integrated Web media infrastructure. In serving our business Clients, we respect the privacy and security of their consumer Clients and other end users. Many of CAMLOKET' and NETSTAIRS' business Clients have found that counting hits, placing cookies, and dynamically generating pages are essential to their Internet businesses. CAMLOKET and NETSTAIRS may report such non-personally identifiable information to its business Clients about the quantity of and delivery location of information. Such information may include historical information to run customized analyses, focusing on such data as "IP" addresses, identifying usage patterns associated with addresses owned by internet service providers, or geographic concentrations of internet usage. In processing such aggregate data, CAMLOKET and NETSTAIRS do not collect, use or disclose personally identifiable information unless directed by its business Clients to do so.

6. As a global company, CAMLOKET and NETSTAIRS acknowledge the importance of international standards to protect personal privacy. As an integrator and intermediary service provider, CAMLOKET and NETSTAIRS on its own behalf collects, use, or obtains disclose permission based logged in users with information such as personally identifiable consumer or end-user information as names, addresses, and e-mails. CAMLOKET and NETSTAIRS expect any of our Clients who we collect, use or disclosure such information and who use CAMLOKET and NETSTAIRS to process that information to adhere to fair information privacy standards, including the following principles: Notice and Communication. We expect our business clients to communicate explicitly with consumers and other end-users about data collection and use and to identify the purpose for which personally identifiable information is collected and the extent to which it may be shared, by prominently posting clear, human-readable privacy policies on their business to consumer web sites. Preference, Consent and Manage. CAMLOKET and NETSTAIRS expect business clients to limit their requests for information from



consumers to the information necessary for fulfilling the level of service desired by the user. We expect them to obtain informed consent prior to the collection and use of personally identifiable information and to provide users information about their ability to review and when appropriate to correct personally identifiable information. Among the rewards of such an approach are reduced user frustration, increased trust, and the facilitation of consumer relationships through anonymous, customized, or personalized relationships, as appropriate, between our business Clients and their consumer Clients. Fairness & Integrity. CAMLOKET and NETSTAIRS expect its business clients to treat users and their personally identifiable information with fairness and integrity. We expect our business Clients accurately to represent their information practices in a clear and unambiguous manner, to use information only for the purpose stated and retain the information only so long as is necessary, to ensure that information is accurate, complete and up-to-date, and to provide the means to insure accountability and provide recourse.

7. CAMLOKET and NETSTAIRS do not hold itself responsible to maintain the security of data and protection against possible loss, misuse or alteration. It is business client responsibility to have a backup at all times. At CAMLOKET and NETSTAIRS, our systems make use of a variety of mechanisms to protect personally identifiable information processed through our systems and stored by our business Clients regarding their users against loss, misuse or alteration. These include administrative, physical and technical precautions to help protect the confidentiality, security and integrity of personally identifiable information stored on our system. CAMLOKET and NETSTAIRS use appropriate trusted protocols for the secure transmission of data but takes no responsibility for details of data and backup.

8. CAMLOKET and NETSTAIRS respect your privacy. CAMLOKET and NETSTAIRS are committed to comply with all applicable U.S. and international laws protecting consumer privacy. Since in our capacity as a developer, platform supplier and intermediary service provider we do collect such key personal identifiers as name, address, and e-mail from consumers, we rely on business clients who may collect such data to abide by their commitments to their consumer Clients. Should business clients fail to meet those commitments, we need to know about it. If you believe any business using CAMLOKET' and NETSTAIRS' services may have failed to live up to the legal commitments they have made to protect your privacy, please tell us at [inquiry@camloket.com](mailto:inquiry@camloket.com) and/or [inquiry@netstairs.com](mailto:inquiry@netstairs.com). We will act expeditiously to bring your complaint to our business clients, and to remove or to disable access to any identifiable personal information regarding a data subject we may have stored upon obtaining actual knowledge of the fact that the information may have been obtained in violation of a privacy law or agreement.

9. CAMLOKET and NETSTAIRS will act to protect propriety information if it learns proprietary data is being abused. As is set forth in our contractual agreements with our business Clients, CAMLOKET and NETSTAIRS respect the confidentiality of proprietary information. If you believe that CAMLOKET or NETSTAIRS or anyone using CAMLOKET' and NETSTAIRS' services may have failed to live up to any legal commitments they have made to protect proprietary information, please notify us and we will undertake a review of the issues you have raised in an effort to reach a prompt and proper resolution. We will act expeditiously to remove or to disable access to any proprietary information whose confidentiality could be at risk upon



obtaining actual knowledge of the fact that the access could violate a contractual obligation or any relevant law governing the uses of such information.

#### **IV. PERSONALLY IDENTIFIABLE INFORMATION OF EMPLOYEES OF BUSINESS CLIENTS.**

1. CAMLOKET and NETSTAIRS may collect, store and use personally identifiable information of employees of our business Clients to enable us to provide products, services and information to existing or potential business Clients. In order to provide products and services to our business Clients, CAMLOKET and NETSTAIRS have constant communications with the employees of these business Clients in the scope of their employment. From time to time, CAMLOKET and NETSTAIRS, like most businesses, may collect, store and use personally identifiable information regarding these employees in connection with business communications. This information may include names, company names, addresses, telephone numbers, facsimile numbers, and e-mail addresses. In addition, CAMLOKET and NETSTAIRS may ask employees of business Clients for web site addresses, product interests, and credit-related information with respect to product purchases and other information.

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