

# **Riskturn**

## **Website Terms of Use and Privacy Policy**

### **Part 1 - Terms of Use**

#### **Legal Information & Notices**

##### **Ownership of Site; Agreement to Terms of Use**

These Terms and Conditions of Use (the “Terms of Use”) apply to the Riskturn web site located at [www.riskturn.com](http://www.riskturn.com), and all associated sites linked to [www.riskturn.com](http://www.riskturn.com) by Riskturn, its subsidiaries and affiliates, including Riskturn sites around the world (collectively, the “Site”). The Site is the property of Riskturn Inc. (“Riskturn”) and its licensors. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

Riskturn reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Riskturn grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

#### **Content**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Riskturn, and is protected by copyright and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other

computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Riskturn's express prior written consent.

You may use information on Riskturn products and services (such as knowledge base articles and similar materials) purposely made available by Riskturn for downloading from the Site, provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

## **Your Use of the Site**

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Riskturn reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Riskturn server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Riskturn, including any Riskturn account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Riskturn's systems or networks, or any systems or networks connected to the Site or to Riskturn.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Riskturn on or through the Site or any

service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Riskturn or others.

## **Purchases; Other Terms and Conditions**

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

Riskturn's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

Riskturn may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and Riskturn makes no commitment to update the materials on the Site with respect to such products and services.

The following terms also govern and apply to your use of the Site, and they are incorporated herein by this reference:

- Piracy Prevention
- Guidelines for Using Riskturn Trademarks & Copyrights

Each of these policies may be changed from time to time and are effective immediately upon posting such changes on the Site.

### **Accounts, Passwords and Security**

Certain features or services offered on or through the Site may require you to open an account (including setting up a Riskturn ID and password). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of

your failing to keep this information secure and confidential. You agree to notify Riskturn immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Riskturn or any other user of or visitor to the Site due to someone else using your Riskturn ID, password or account as a result of your failing to keep your account information secure and confidential.

You may not use anyone else's Riskturn ID, password or account at any time without the express permission and consent of the holder of that Riskturn ID, password or account. Riskturn cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

## **Privacy**

Riskturn's Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. To view Riskturn's Privacy Policy go to Part 2.

Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

## **Links to Other Sites and to the Riskturn Site**

This Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Riskturn's control, and Riskturn is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

## **Disclaimers**

RISKTURN DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. RISKTURN CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. RISKTURN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RISKTURN DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY RISKTURN SERVICES. YOU ASSUME TOTAL RESPONSIBILITY

FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST RISKTURN FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Riskturn reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

## **Limitation of Liability**

Except where prohibited by law, in no event will Riskturn be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Riskturn has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Riskturn is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, Riskturn's liability shall in no event exceed the greater of the total of any subscription or similar fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the initial claim made against Riskturn (but not including the purchase price for any Riskturn hardware or software products). Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

## **Indemnity**

You agree to indemnify and hold Riskturn, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Riskturn by any third party due to or arising out of or in connection with your use of the Site.

## **Violation of These Terms of Use**

Riskturn may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or

complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Riskturn's rights or property, or the rights or property of visitors to or users of the Site, including Riskturn's customers. Riskturn reserves the right at all times to disclose any information that Riskturn deems necessary to comply with any applicable law, regulation, legal process or governmental request. Riskturn also may disclose your information when Riskturn determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Riskturn may preserve any transmittal or communication by you with Riskturn through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Riskturn determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Riskturn, its employees, users of or visitors to the Site, and the public.

You agree that Riskturn may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Riskturn, for which monetary damages would be inadequate, and you consent to Riskturn obtaining any injunctive or equitable relief that Riskturn deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Riskturn may have at law or in equity.

You agree that Riskturn may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Riskturn does take any legal action against you as a result of your violation of these Terms of Use, Riskturn will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Riskturn. You agree that Riskturn will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

## **Governing Law; Dispute Resolution**

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Illinois without regard to its conflicts of laws provisions. You agree to the personal

jurisdiction by and venue in the state and federal courts in Chicago, Illinois, and waive any objection to such jurisdiction or venue. The preceding provision regarding venue does not apply if you are a consumer based in the European Union. If you are a consumer based in the European Union, you may make a claim in Milan, Italy. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Riskturn and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

## **Void Where Prohibited**

Riskturn administers and operates the [www.riskturn.com](http://www.riskturn.com) Site from its location in Chicago, Illinois USA; other Riskturn sites may be administered and operated from various locations outside the United States. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Riskturn reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

## **Miscellaneous**

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Riskturn with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Riskturn with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase

agreement you enter into with Riskturn, Riskturn will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Riskturn's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Riskturn of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Riskturn and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

Riskturn provides access to Riskturn international data and, therefore, may contain references or cross references to Riskturn products, programs and services that are not announced in your country. Such reference does not imply that Riskturn in your country intends to announce such products, programs or services.

## Feedback and Information

Any feedback you provide at this site shall be deemed to be non-confidential. Riskturn shall be free to use such information on an unrestricted basis.

*The information contained in this web site is subject to change without notice.*

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# Piracy Prevention

Riskturn actively and aggressively enforces its intellectual property rights to the fullest extent of the law.

## Software Piracy

Software piracy (the illegal copying of software programs) is a worldwide problem — more than \$11 billion is lost to piracy every year. Because software is valuable, software piracy is widespread.

## Software Asset Management

It is important to manage software well, just as you would any other valuable company asset, in order to avoid serious problems. Riskturn aggressively enforces our company's proprietary rights under the U.S. copyright laws, but we know that poor software asset management often keeps people from complying with the law.

## Report Piracy to Riskturn

To confidentially report suspected piracy of Riskturn software in the U.S., please write to [contact@riskturn.com](mailto:contact@riskturn.com).

# Guidelines for Using Riskturn Trademarks and Copyrights

These guidelines are for Riskturn licensees, authorized resellers, developers, customers, and other parties wishing to use Riskturn's trademarks, service marks or images in promotional, advertising, instructional, or reference materials, or on their web sites, products, labels, or packaging. Use of the Riskturn logo for commercial purposes without the prior written consent of Riskturn may constitute trademark infringement and unfair competition in violation of federal and state laws. Use of Riskturn trademarks may be prohibited, unless expressly authorized.

If you are a licensee of a Riskturn trademark or logo and have been provided with special trademark usage guidelines with your license agreement, please follow those guidelines. If your license agreement does not provide usage guidelines, then follow these guidelines. If you are a Riskturn Authorized Reseller or member of a Riskturn program, you may be subject to additional restrictions.

Riskturn's trademarks, service marks, trade names, and trade dress are valuable assets. In following these guidelines, you help us protect our valuable trademark rights and strengthen our corporate and brand identities. By using a Riskturn trademark, in whole or in part, you are acknowledging that Riskturn is the sole owner of the trademark and promising that you will not interfere with Riskturn's rights in the trademark, including challenging Riskturn's use, registration of, or application to register such trademark, alone or in combination with other words, anywhere in the world, and that you will not harm, misuse, or bring into disrepute any Riskturn trademark. The goodwill derived from using any part of a Riskturn trademark exclusively inures to the benefit of and belongs to Riskturn. Except for the limited right to use as expressly permitted under these Guidelines, no other rights of any kind are granted hereunder, by implication or otherwise. If you have any questions regarding these guidelines, please talk to your Riskturn representative or submit your query to [contact@riskturn.com](mailto:contact@riskturn.com).

## Authorized Use of Riskturn Trademarks

1. Advertising, Promotional, and Sales Materials: Only Riskturn and its authorized resellers and licensees may use the Riskturn Logo in advertising, promotional, and sales materials. Such authorized parties may use the Riskturn Logo only as specified in their agreement with Riskturn and any associated Guidelines and such use must always be in conjunction with the appropriate terms that define the relationship authorized by their contract with Riskturn

2. Publications, Seminars, and Conferences: You may use a Riskturn word mark in connection with book titles, magazines, periodicals, seminars, or conferences provided you comply with the following requirements:

- a. The use is referential and less prominent than the rest of the title. Acceptable: XYZ CONFERENCE for Riskturn.
- b. The use reflects favourably on both Riskturn and Riskturn products or technology.
- c. Your name and logo appear more prominent than the Riskturn word mark on all printed materials related to the publication, seminar or conference.

d. The Riskturn logo or any other Riskturn-owned graphic symbol, logo, icon or image does not appear on or in the publication or on any materials related to the publication, seminar, or conference without express written permission from Riskturn.

e. A disclaimer of sponsorship, affiliation, or endorsement by Riskturn, similar to the following, is included on the publication and on all related printed materials: “(Title) is an independent (publication) and has not been authorized, sponsored, or otherwise approved by Riskturn Inc.”

3. Web Sites: Web sites that serve only as noncommercial electronic informational forums concerning a Riskturn product or technology may use the appropriate Riskturn word mark, provided such use complies with the guidelines set forth in Section 2 above.

## Unauthorized Use of Riskturn Trademarks

1. Company, Product, or Service Name: You may not use or register, in whole or in part, Riskturn trademark, including Riskturn-owned graphic symbols, logos, icons, or an alteration thereof, as or as part of a company name, trade name, product name, or service name except as specifically noted in these guidelines.

2. Riskturn Logo and Riskturn-owned Graphic Symbols: You may not use the Riskturn Logo or any other Riskturn-owned graphic symbol, logo, or icon on or in connection with web sites, products, packaging, manuals, promotional/advertising materials, or for any other purpose except pursuant to an express written trademark license from Riskturn, such as a reseller agreement.

3. Slogans and Taglines: You may not use or imitate a Riskturn slogan or tagline.

For example: “Realistic Business Planning.”

4. Domain Names: You may not use an identical or virtually identical Riskturn trademark as a second level domain name.

## Proper Trademark Notice and Attribution

### 1. Distribution Within the United States Only

a. On product, product documentation, or other product communications that will be distributed only in the United States, use the appropriate trademark symbol (TM, ®) the first time the Riskturn trademark appears in the text of the advertisement, brochure, or other material.

b. Use correct trademark symbol, spelling of the trademark, and generic term to use with the trademark. Generally, the symbol appears at the right shoulder of the trademark (except the Riskturn logo, where the logo appears at the right foot).

c. Include an attribution of Riskturn’s ownership of its trademarks within the credit notice section of your product, product documentation, or other product communication.

### 2. Distribution Outside the United States:

a. Do not use trademark symbols on products, product documentation, or other product communications that will be distributed outside the United States.

For further information with respect to Riskturn's copyrights, please submit your request in writing to the [contact@riskturn.com](mailto:contact@riskturn.com).

# **Part 2 – Privacy Policy**

The Riskturn Privacy Policy was updated on May 27, 2016.

This Privacy Policy covers how we collect, use, disclose, transfer, and store your information. Please take a moment to familiarize yourself with our privacy practices and let us know if you have any questions.

## **Collection and Use of Personal Information**

Personal information is data that can be used to identify or contact a single person.

You may be asked to provide your personal information anytime you are in contact with Riskturn or a Riskturn affiliated company. Riskturn and its affiliates may share this personal information with each other and use it consistent with this Privacy Policy. They may also combine it with other information to provide and improve our products, services, content, and advertising. You are not required to provide the personal information that we have requested, but, if you chose not to do so, in many cases we will not be able to provide you with our products or services or respond to any queries you may have.

Here are some examples of the types of personal information Riskturn may collect and how we may use it:

### **What personal information we collect**

- When you create a Riskturn ID, contact us or participate in an online survey, we may collect a variety of information, including your name (first name and last name), phone number, email address, contact preferences, organization name, market sector, subgroup (submarket sector).

### **How we use your personal information**

- The personal information we collect allows us to reply to your messages when you contact us, to contact you if you send us a request for one of Riskturn's editions (Free Trial, Cloud Standard, Cloud Customizable and On-premises Customizable), or to keep you posted on Riskturn's latest product announcements, software updates, and upcoming events. If you don't want to be on our mailing list, you can opt out anytime by unsubscribing to our newsletter.
- We also use personal information to help us create, develop, operate, deliver, and improve our products, services, content and advertising, and for loss prevention and anti-fraud purposes.

- We may use your personal information, to verify identity, assist with identification of users, and to determine appropriate services. From time to time, we may use your personal information to send important notices, such as communications about purchases and changes to our terms, conditions, and policies. Because this information is important to your interaction with Riskturn, you may not opt out of receiving these communications.
- We may also use personal information for internal purposes such as auditing, data analysis, and research to improve Riskturn's products, services, and customer communications.

## Collection and Use of Non-Personal Information

We also collect data in a form that does not, on its own, permit direct association with any specific individual. We may collect, use, transfer, and disclose non-personal information for any purpose. The following are some examples of non-personal information that we collect and how we may use it:

- We may collect information such as market sector, referrer URL, and location where a Riskturn product is used so that we can better understand customer behaviour and improve our products, and services.
- We may collect information regarding customer activities on our website, and from our other products and services. This information is aggregated and used to help us provide more useful information to our customers and to understand which parts of our website, products, and services are of most interest. Aggregated data is considered non-personal information for the purposes of this Privacy Policy.

If we do combine non-personal information with personal information the combined information will be treated as personal information for as long as it remains combined.

## Cookies and Other Technologies

Riskturn's website, online services and email messages may use "cookies" and other technologies such as pixel tags and web beacons. These technologies help us better understand user behavior, tell us which parts of our websites people have visited, and facilitate and measure the effectiveness of our marketing campaigns. We treat information collected by cookies and other technologies as non-personal information. However, to the extent that Internet Protocol (IP) addresses or similar identifiers are considered personal information by local law, we also treat these identifiers as personal information. Similarly, to the extent that non-personal information is combined with personal information, we treat the combined information as personal information for the purposes of this Privacy Policy.

As is true of most internet services, we gather some information automatically and store it in log files. This information includes Internet Protocol (IP) addresses, browser type and

language, Internet service provider (ISP), referring and exit websites and applications, operating system, date/time stamp, and clickstream data.

We use this information to understand and analyze trends, to administer the site, to learn about user behavior on the site, to improve our product and services, and to gather demographic information about our user base as a whole. Riskturn may use this information in our marketing and advertising services.

In some of our email messages, we use a “click-through URL” linked to content on the Riskturn website. When customers click one of these URLs, they pass through a separate web server before arriving at the destination page on our website. We track this click-through data to help us determine interest in particular topics and measure the effectiveness of our customer communications. If you prefer not to be tracked in this way, you should not click text or graphic links in the email messages.

Pixel tags enable us to send email messages in a format customers can read, and they tell us whether mail has been opened. We may use this information to reduce or eliminate messages sent to customers.

## Protection of Personal Information

Riskturn takes the security of your personal information very seriously. Riskturn protect your personal information during transit using encryption such as Secure Sockets Layer (SSL). When your personal data is stored by Riskturn, we use computer systems with limited access housed in facilities using physical security measures. When you use some Riskturn products, services, or applications or post on a Riskturn forum, chat room, or social networking service, the personal information and content you share is visible to other users and can be read, collected, or used by them. You are responsible for the personal information you choose to share or submit in these instances. For example, if you list your name and email address in a forum posting, that information is public. Please take care when using these features.

## Integrity and Retention of Personal Information

Riskturn makes it easy for you to keep your personal information accurate, complete, and up to date. We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

## Access to Personal Information

You can help ensure that your contact information and preferences are accurate, complete, and up to date by logging in to your account at <http://www.riskturn.com/Login>. For other personal information we hold, we will provide you with access for any purpose including to request that we correct the data if it is inaccurate or delete the data if Riskturn is not required to retain it by law or for legitimate business purposes. We may

decline to process requests that are frivolous/vexatious, jeopardize the privacy of others, are extremely impractical, or for which access is not otherwise required by local law. Access, correction, or deletion requests can be made through the link: [contact@riskturn.com](mailto:contact@riskturn.com).

## International Users

All the information you provide may be transferred or accessed by entities around the world as described in this Privacy Policy. Riskturn abides by the “safe harbor” frameworks set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information collected by organizations in the European Economic Area and Switzerland. Learn more about the [U.S. Department of Commerce Safe Harbor Program](#).

Riskturn abides by the [Asia-Pacific Economic Cooperation \(APEC\) Cross Border Privacy Rules System](#). The APEC CBPR system provides a framework for organizations to ensure protection of personal information transferred among participating APEC economies.

## Our Companywide Commitment to Your Privacy

To make sure your personal information is secure, we communicate our privacy and security guidelines to Riskturn employees and strictly enforce privacy safeguards within the company.

## Privacy Questions

If you have any questions or concerns about Riskturn’s Privacy Policy or data processing or if you would like to make a complaint about a possible breach of local privacy laws, please [contact us](#). You can always contact us by phone at the relevant [Riskturn Support](#) number for your geographical area.

All such communications are examined and replies issued where appropriate as soon as possible. If you are unsatisfied with the reply received, you may refer your complaint to the relevant regulator in your jurisdiction. If you ask us, we will endeavour to provide you with information about relevant complaint avenues which may be applicable to your circumstances.

Riskturn may update its Privacy Policy from time to time. When we change the policy in a material way, a notice will be posted on our website along with the updated Privacy Policy.

Riskturn Inc. 444 N Michigan Avenue -

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