



MOCA PLATFORM PRIVACY POLICY (Software-as-a-Service)

Effective from December 12th 2016

WHEN USING MOCA PLATFORM SERVICES, YOU TRUST US YOUR INFORMATION. THE OBJECTIVE OF THIS PRIVACY POLICY IS TO INFORM YOU ABOUT THE DATA WE COLLECT, WHY WE COLLECT IT AND WHAT WE DO WITH IT. THIS INFORMATION IS IMPORTANT, SO WE EXPECT YOU TO DEDICATE THE TIME YOU NEED TO READ IT CAREFULLY.

The following MOCA Platform privacy policy (hereinafter the "Policy") applies to the Terms & Conditions of MOCA Platform Services described in the "*MOCA Terms of Service*" agreement (in Forward the "Agreement"). Capitalized terms not defined in this document shall have the meaning stipulated in the Agreement.

1 WHAT IS MOCA?

MOCA is a technology included in third-party mobile or web applications (hereinafter "Customers") used to create more personalized user experiences. MOCA has been developed and operated by INNOQUANT (hereinafter "we"). Applications that use MOCA can use all or just some of its features and data that MOCA can collect. The collection of data by MOCA for a particular application is limited to the characteristics that have been used in that application. In this document, we refer to third party applications or services that have chosen to use MOCA as "Apps" and their end users as "Users".

This POLICY applies only to MOCA Platform services and not to Apps. Please review the privacy policies of those Apps to understand the privacy practices of such applications. Providers of such applications may collect and / or use your information differently from what we do and MOCA is not responsible for the Apps.

2 MOCA WEBSITE

MOCA includes the mocapplatform.com website, related sites whose address ends with mocapplatform.com and any other site operated by or owned by INNOQUANT.

2.1 WHAT INFORMATION WE COLLECT

We collect information from users who actively send it through the Mocapplatform.com site. For example, a user sends us their information when they subscribe or request a MOCA product or service, register as a MOCA user or respond to an online MOCA survey. We may collect your name, email address, mailing address, telephone number and certain information related to the business that the user represents. In addition, we may collect payment information (for example, credit card number and related verification information), telephone number and billing and shipping addresses when a user purchases a product or service.

2.2 HOW WE USE YOUR INFORMATION

We may use your information to support our products and services, as well as to create new relevant offers. Our use includes:

- Respond to the Customer when he/she contacts us, including an example where he/she contacts us for sales, marketing and support;
- Notify you about relevant events, promotions or other interesting content;
- Verify your identity and avoid fraud or other unauthorized or illegal activity;
- Monitor and analyze trends and use in an aggregate manner;
- Create aggregate or unidentified audience segments for commercial purposes, as well as for other analytical purposes such as attribution, segmentation, de-duplication and re-targeting;
- Make reference to your comments or other comments on our advertising, marketing or promotional materials;
- Process and send orders for INNOQUANT products and / or services
- And any other use we describe at the point where we collect data or information with your consent;

2.3 HOW WE SHARE INFORMATION

Our customers use our services and products to keep their mobile users loyal and create more relevant experiences. We make this possible by sharing information in the following ways:

- **Consent.** Our services may include links to applications, services, integrations or third-party products. We will share your personal data with those companies, organizations or individuals outside of INNOQUANT when you have given us your consent to do so. Your consent will be required to share specially protected

personal data. We are not responsible for the collection and use of information policies of a particular third-party application.

- **External treatment.** We may share your personal information with our affiliates, contractors or other trusted service providers to carry out their processing by INNOQUANT, following our instructions and in accordance with our Privacy Policy, and taking other security and confidentiality measures appropriately. These companies are authorized to use your personal information only when necessary to provide these services.
- **Legal reasons.** We will share your personal data with companies, organizations or individuals outside of INNOQUANT if we consider in good faith that there is a reasonable need to access or use, retain or disclose such data for:
 - Comply with any applicable legislation or regulations, or comply with legal requirements or governmental requests,
 - Comply with the provisions of the current MOCA Terms of Service, including investigation of possible infractions,
 - Detect or prevent any fraud or technical or security incident or otherwise confront them,
 - Protect the rights, property or safety of INNOQUANT, our users or the general public to the extent required or permitted by applicable law.

2.4 HOW LONG WE KEEP INFORMATION

We retain information only for as long as necessary to:

- Provide products and services to the Customer;
- Perform or fulfill our contractual obligations;
- Comply with our legal obligations;
- Resolve disputes; and
- Enforce our agreements.

2.5 ACCESS TO YOUR DATA

Upon request, INNOQUANT will provide you with information about whether we have your personal information. You can access, correct or request the deletion of your personal information by logging into your account or by contacting us at legal@mocaplatform.com for assistance. We will respond to your request within a reasonable time. In certain circumstances, we may be required by law to retain your personal information, or we may need to withhold your personal information in order to continue providing a service.

3 MOCA TECHNOLOGY

3.1 WHAT INFORMATION WE COLLECT

INNOQUANT and its Customers can use MOCA technology in their mobile and web applications for their end users. We may collect and use aggregated, de-identified and anonymised information from these applications. Where we collect this information, our collection depends on the characteristics and services of the MOCA technology that have been enabled in the applications and under its approval. Please note that mobile and web applications may choose to collect information outside the scope of MOCA enabled services. We are not responsible for the privacy practices of data collection and use in third-party applications. We recommend that you review the privacy policy of the third-party applications to better understand its practices.

We collect information based on the features that are enabled by a MOCA or third party application, when you agree or when the information is provided by a third party. The information we collect serves to provide better personalized services to all users of our Customers' applications: from determining basic information such as the language spoken by the user to more complex data such as physical location or actions taken within applications. MOCA collects information in the following ways:

- **User Profile information provided by the Apps** - for example, many Apps require a User to register with an associated account. In this case, the Apps can provide MOCA with the unique identifier of the user along with information of their profile, for example, age, gender, products of interest or other non-personal information. Optionally, Customer may choose to provide MOCA with personal information such as first and last name and email address for storage and processing within MOCA in accordance with the data processing policy defined in Section 2 of the Agreement.
- **User Behavioral Information provided by the Apps** - for example, Apps may inform MOCA of specific activities the User has made within Apps, such as viewing a particular product, performing a search, clicking on an advertisement, marking a favorite item or making a purchase.
- **Mobile device information** - MOCA automatically collects device-specific information such as hardware model, operating system version, unique device identifiers for announcements (i.e. IDFA or Google Advertising ID), mobile network operator information, screen resolution or the preferred language and country of the User.
- **Apps information** - MOCA automatically collects information specific to Apps such as the app name, version, vendor name and status of our Software Development Kit ("SDK") such as the version and the information if it is enabled or disabled.

- **Usage data** - every time a User uses the Apps, MOCA collects the information about the use of the Apps. This particular information is obtained from the Apps and is stored in the MOCA server logs automatically. These data include:
 - Detailed information about user sessions with the Apps (for example, the dates and duration of interaction of the User with the Apps in the foreground)
 - Information regarding the connectivity status of the device, such as the type of Internet connection (WiFi, 3G, 4G, LTE, Bluetooth, no connectivity), temporary IP address, or current mobile network operator name.
 - Information about privacy preferences such as whether the user has accepted to receive push notifications or allowed the use of its physical location.
- **User Physical Location Data** - when the User has explicitly allowed the use of its physical location to the Apps, MOCA may collect and process information about such locations. MOCA uses different technologies to determine the location, such as the identification of the IP address, the GPS system, and the use of other sensors that can provide MOCA, for example, information about nearby devices, Wi-Fi access points, Bluetooth beacons, mobile phone antennas and the phone's own sensors such as the accelerometer or gyroscope.
- **Unique Installation Numbers** - when a User installs an App that uses MOCA on its device, a unique identifier of that installation is automatically established. This identifier can be sent to MOCA to indicate the installation of the App and its use.
- **Local Storage** - MOCA can collect and store information (including personal information) locally on the User's device using mobile application data caches.
- **Cookies and similar technologies** - MOCA uses different technologies to collect and store information when a user accesses a web service that uses MOCA, including the use of cookies or similar technologies to identify a web browser.

We may collect information that the user chooses to provide to an application that uses MOCA technology, such as when the user designates a place in the third-party application (e.g. "my office"). In addition, we may collect information if the user participates in a survey, provides comments, interacts with our marketing campaigns, or submits questions to us.

We may obtain information from other companies owned or operated by us, or any other third party company, and combine that with the information we collect through our services.

3.2 HOW WE USE YOUR INFORMATION

We have no direct relationship with the end users of a mobile application or website of our Customers or third parties. We may use your information to support our products and services, as well as to create new relevant offers. Our use of data collected includes:

- Respond to you when you contact us;
- Notify you about relevant events, promotions or other interesting content;
- Verify your identity and avoid fraud or other unauthorized or illegal activity;
- Provide mobile applications or third-party websites with information associated with the particular location, such as when you arrive or leave a designated location;
- Provide personalized content to the end users of the mobile application or the website of our Customers or third parties;
- Monitor and analyze aggregate trends and usage;
- Create aggregated or unidentified audience segments for commercial purposes, as well as for other analytical purposes such as attribution, segmentation, deduplication and re-targeting;
- Make reference to your comments or other comments on our advertising, marketing or promotional materials;
- Process and send orders for INNOQUANT products and / or services;
- And any other use we describe at the point where we collect data or information with your consent.

3.3 HOW WE SHARE INFORMATION

We do not share personal information with companies, organizations or individuals that are not related to INNOQUANT, unless one of the following circumstances occurs:

- **Consent.** We will share your personal data with companies, organizations or individuals outside of INNOQUANT when you have given us your consent to do so. Your consent will be required to share specially protected personal data.
- **Account Administrators.** If your MOCA account is managed by a MOCA Customer account manager, that MOCA administrator and third parties assisting your organization's users will have access to your MOCA account information (including your email address and other data). The account administrator may:
 - View statistical data about your account such as, for example, mobile applications associated with your MOCA account,
 - Change the password of your account,
 - Suspend or cancel access to your account,
 - Access data stored in connection with your account or keep such data,

- Obtain information from your account to comply with any requirement provided by applicable law or regulations or to meet any requirement of an administrative or judicial body,
- Limit your ability to delete or edit data or privacy settings.
- **External treatment.** We may share your personal information with our affiliates, contractors or other trusted service providers to carry out their processing by INNOQUANT, following our instructions and in accordance with our Privacy Policy, and taking other security and confidentiality measures appropriately. These companies are authorized to use your personal information only when necessary to provide these services.
- **Legal reasons.** We will share your personal data with companies, organizations or individuals outside of INNOQUANT if we consider in good faith that there is a reasonable need to access or use, retain or disclose such data for:
 - Comply with any applicable legislation or regulations, or comply with legal requirements or governmental requests,
 - Comply with the provisions of the current MOCA Terms of Service, including investigation of possible infractions,
 - Detect or prevent any fraud or technical or security incident or otherwise confront them,
 - Protect the rights, property or safety of INNOQUANT, our users or the general public to the extent required or permitted by applicable law.

We may share non-personally aggregated information publicly and with our partners, including publishers, advertisers, and related websites. For example, we may share information publicly to show trends about the general use of our services.

If INNOQUANT participates in a merger, acquisition or sale of assets, we will ensure the confidentiality of the personal data and inform affected users before their personal data are transferred or subject to a different privacy policy.

3.4 HOW LONG WE KEEP INFORMATION

We retain information only for as long as necessary to:

- Provide products and services to the Customer;
- Perform or fulfill our contractual obligations;
- Comply with our legal obligations;
- Resolve disputes; and
- Enforce our agreements.

By default, we store information on your mobile device for up to 12 months and on our servers for up to 2 years. You can shorten or extend these time periods by contacting the MOCA Support Center available via email address at support@mocaplatform.com.

3.5 ACCESS TO YOUR DATA

Whenever you use our services, our goal is to provide you with access to your personal information. If this information is not correct, we strive to provide you with ways to eliminate or update it quickly, unless we have to maintain that information for legitimate business or legal reasons. By updating your personal information, we may ask you to verify your identity so we can process your request.

We may reject requests that are more repetitive than reasonable, require a disproportionate technical effort (for example, develop a new system or radically change an existing practice), that endanger the privacy of other users or that are not practical (For example, requests that refer to information stored in backup systems).

When we can offer you the possibility to access your personal data and modify them, we will do it for free, unless it requires a disproportionate effort. By providing our services, we will protect your data by ensuring that they cannot be accidentally or intentionally deleted. For this reason, even if you delete your data from our services, we may not immediately destroy the residual copies stored on our active servers or the data stored in our security systems.

As for the mobile applications and third party websites, we have no direct relationship with the people whose personal data we process. A person seeking access, or attempting to correct, amend or delete inaccurate data should direct their query to our Customer (the data controller). If data removal is requested, we will respond within a reasonable time. In certain circumstances, we may be required by law to retain your personal information, or we may need to withhold your personal information in order to continue providing a service.

4 USER CHOICES AND PRIVACY PROTECTIONS

User Choices. To protect the privacy of end users of mobile applications, we allow the features of the MOCA technology to be enabled or disabled (i.e. "opted-in") by the App at any time. For example, we allow the user at any time to enable or disable the collection of data on their physical location. However, keep in mind, that disabling

location services does not affect information that was previously collected. Check the privacy policies of the third-party mobile applications or web sites to better understand their corresponding privacy practices.

Protecting your data. To protect your privacy, we limit the amount of data that is sent to our servers. We take reasonable steps to help protect your personal information stored on your device and transmitted to our servers. If you have any questions about the security of your personal information, you can contact us at legal@mocaplatform.com.

Transfer of your data across borders. We may transfer your personal information outside of your country of residence to countries or jurisdictions where we have facilities (i.e. data centers with a cloud environment) or to contract with third parties to provide services for the purposes described in this Privacy Policy. Information collected in the European Economic Area (EEA) can, for example, be transferred to countries outside the EEA. These countries may not have the same level of data protection as in your country. If we make such transfer, we will use commercially reasonable efforts to ensure that your personal information is protected.

Data protection in the EU. We collect, process and store information in third-party data centers, for example, at Amazon Web Services ("AWS") facilities. In any case, both INNOQUANT and our suppliers comply with EU Directive 95/46 / EC on the protection of personal data in relation to the processing of personal data and the free movement of such data.

For more information on AWS compliance, please visit the following link:
<http://www.cnpd.public.lu/en/actualites/international/2015/03/AWS/index.html>

5 DATA SECURITY

We strive to protect INNOQUANT and our customers from any unauthorized modification, disclosure or destruction of the data we retain or against unauthorized access to them. In particular:

- We encrypt all our services through the SSL protocol (including communication between MOCA SDK integrated in the third-party mobile applications and the MOCA cloud)
- We review our policy on data collection, storage and processing in the cloud, including security measures to prevent unauthorized access to our systems. In particular, our cloud environment vendors, e.g. Amazon Web Services, have certifications with stringent security standards such as ISO 27001, SOC 1/2/3 and PCI DSS Level 1.
- We limit the access of INNOQUANT contractors, agents and employees to the personal information they are required to process for INNOQUANT and we ensure that they comply with strict contractual confidentiality obligations and are subject to the relevant disciplinary conditions or dismissal if they do not fulfill those obligations.

6 WHEN THIS PRIVACY POLICY APPLIES

Our Privacy Policy applies to all services offered by INNOQUANT, including MocaPlatform.com, the services that MOCA technology provides on iOS / Android mobile devices and services provided on other websites (such as our Personalized Recommendations Service), but excludes those services that are subject to independent privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services provided by other companies or individuals, including products, mobile applications or sites that may include INNOQUANT services or that are accessed from such services. Our Privacy Policy does not regulate the data processing activities of other companies and organizations that advertise our services and may use cookies and other technologies to publish and offer relevant content.

7 NOTIFICATIONS

Any notice or communication of resolution or breach of this Policy must be made in English or in Spanish by means of a letter addressed to INNOQUANT Legal Department and sent to the address of Av. Torrelblanca 57, 08172 Sant Cugat del Valles, Barcelona, Spain or to the email address legal@mocaplatform.com, or in any case to any other address provided by INNOQUANT. The notifications will be understood delivered at the moment of their receipt as a result of the corresponding physical or electronic acknowledgment (as applicable in each case). Any other communication must be made in English or in Spanish by writing to the main contact of the other party and sent to the postal address or email of the latter in force at that time.

8 APPLICABLE LAW

Any dispute arising out of the interpretation or execution of this Privacy Policy or any of its eventual modifications, as well as any breach thereof, shall be construed in accordance with Spanish law.

In order to resolve any controversy related to the provisions of this Privacy Policy or in execution thereof, INNOQUANT and the CLIENT expressly submit to the Courts and Tribunals of Barcelona, with waiver of any other jurisdiction that may correspond to them. The language to be used will be Spanish.

9 COMPLIANCE AND COLLABORATION WITH AUTHORITIES

At INNOQUANT, we review compliance with our Privacy Policy on a regular basis. When we receive formal written complaints, we contact the person who made the claim to follow up. We also work with the relevant regulatory authorities, including local data protection authorities, to resolve any complaints related to the transfer of personal data that we have not been able to resolve directly with Customers.

10 MODIFICATIONS

Our Privacy Policy may be modified at any time. We will not limit your rights under this Privacy Policy without your express consent. We will post all modifications to this Privacy Policy on this page and, if significant, we will make a more noticeable notification (for example, we will send you an email notification if the modification affects certain services). In addition, we will archive the previous versions of this Privacy Policy so that you can consult them.

11 CONTACT

Do not hesitate to contact us with any comments, questions or suggestions you may have about privacy practices. You can contact us by email at legal@mocapatform.com, or by writing to us at:

MOCA PLATFORM
To the attention of: Legal Advisor
Av. Torreblanca 57
08172 Sant Cugat del Valles
Barcelona, Spain