

## **EmaginePOS, Inc. Mobile Application Privacy Policy Notice**

EmaginePOS, Inc. ("EmaginePOS") respects individual privacy and values the confidence of its customers. EmaginePOS strives to collect, use and disclose personal information in a manner consistent with U.S. and state law. The users of the Application are restaurants and retail merchants ("Clients"), including their owners, managers, and employees who use EmaginePOS's point of sale system (the "System"). Others who will be affected by the Application are customers of our Clients ("Customers") who use the System and give their personal information to the Clients as part of business transactions such as payments for restaurant food and services or purchases of items from retail merchants.

EmaginePOS has provided this Privacy Notice Policy ("Notice") to inform you of our policies and procedures regarding the collection, use and disclosure of personal information we receive when you use our application or participate in transactions that are accessed through the application (the "Application").

This Notice may be updated from time to time. We will notify you of any material changes by posting the new Notice on the website or mobile application where you have downloaded the Application and on our website (<http://www.emaginepos.com/>). Unless you opt out (see information below), information subject to this Notice will be treated in accordance with the current version of the Notice.

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

Our primary goals in collecting information via the Application are to administer access to the Application and to permit Clients to access information about their Customers and business operations or summaries of information about their Customers and business operations that the Clients input or cause to be input into the System.

#### **(a) Clients' Personal Information.**

As part of the registration process for the System, and from time to time thereafter, EmaginePOS collects certain personally identifiable information from Clients that can be used to verify the identity of Clients so that they can access information from the System and from their business ("Clients' Personal Information"). The Application only uses the login and password information of Clients.

EmaginePOS's primary goals in using the Clients' Personal Information is to enable EmaginePOS to verify Clients' identity (or the identity of others using the Application on behalf of Clients), and to thereby permit Clients to access certain Clients' own business and operational information in summary and other form on a mobile device.

#### **(b) Clients' Customer Financial Information.**

Clients can cause the System to send the Application certain types of financial or transactional information inputted or collected by Clients. This information includes certain information about Customers related to their transactions that could contain personally identifiable information, including the name of the Customer, the last four digits of the card, the card type, the authorized amount (including any tip), and the full details of the order ("Customer Financial Information"). EmaginePOS collects and stores all such Customer Financial Information in compliance with payment card industry data security standards compliance regulations.

Clients may disclose Customer Financial Information to their owners, managers, and employees and store such Customer Financial Information locally on the Application on the mobile devices of their owners, managers, and employees. EmaginePOS does not control or regulate Clients' use, disclosure or storage of Customer Financial Information, including locally stored information on the Application.

EmaginePOS uses Customer Financial Information to create additional content that it will use and may disclose to third parties, and by participating in transactions using the System, Customers consent to such use and disclosure. EmaginePOS owns all rights, title and interest in and to any additional content (for example but not limitation, information, analyses, summaries or other information of any kind) created or generated by the Application, including patent rights, copyright rights, rights to trademarks or service marks, moral rights, trade secret rights, and know-how, whether registerable or not.

(c) Communications with EmaginePOS.

If you contact us by email regarding the Application or otherwise, we may keep a record of your contact information and correspondence, and may use your email address, and any information that you provide to us in your message, to respond to you.

(d) Phishing.

Identity theft and the practice currently known as "phishing" are of great concern to EmaginePOS. Safeguarding information to help protect you from identity theft is a top priority. Whether described as "phishing" or otherwise, we do not and will not, at any time, request any personally identifiable information, by way of example but not limitation your credit card information, your company ID, login password, or national identification numbers in a non-secure or unsolicited e-mail or telephone communication with regard to the Application. If you receive such a contact, do not respond. For more information about phishing and other similar scams, visit the Federal Trade Commission's website.

### **Data Integrity**

EmaginePOS will collect and use personal information with regard to the Application only as set forth herein or in a manner that is compatible with the previously described purposes. EmaginePOS has taken reasonable steps to ensure that it only collects Clients' Personal Information that is relevant to the aforementioned intended uses, and that it is accurate, complete, and current.

### **Information Sharing**

(a) Information Sharing and Disclosure.

Except as set forth above and herein, EmaginePOS does not share or disclose Clients' Personal Information or Customer Financial Information with regard to the Application.

(b) Service Providers.

We may employ third party companies and individuals related to the development, updating and maintenance of the Application. These third-parties may have access to Clients' Personal Information or Customer Financial Information (for example, if stored locally on a mobile device) only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

(c) Compliance with Laws and Law Enforcement.

ImaginePOS cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of ImaginePOS or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being illegal, unethical or legally actionable activity.

### **Removing Information**

(a) Opt-Out.

Clients may choose (opt-out) in order to avoid having Clients' Personal Information shared or disclosed in the future by ceasing to use the Application and deleting the Application from their mobile device(s). Clients and Customers who do not consent to the terms of this Notice should refrain from engaging in transactions that use the System.

(b) Changing or Deleting Your Information

All users of our Application may update, correct or delete the information used by the Application directly by doing so through the Application. Clients and Customers who wish to change or delete their information may also attempt to contact ImaginePOS directly, and ImaginePOS will attempt to make reasonable efforts to accommodate such requests.

### **Data Security**

ImaginePOS is concerned with safeguarding your information. We employ a variety of industry-standard administrative, physical and electronic security measures designed to protect your information from unauthorized access. We will make any legally required disclosures of any breach of the security, confidentiality or integrity of your unencrypted electronically stored "personal data" (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting on the our website (<http://www.emaginepos.com/>) on the "News & Blog" without unreasonable delay, insofar as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

### **Questions, Comments or Complaints**

Questions, comments or complaints regarding this Notice can be mailed or emailed to:

(a) Mailing address

ImaginePOS, Inc.  
Attn: Privacy Department  
742 Livernois Avenue  
Ferndale, Michigan 48220

(b) E-mail

Support@ImaginePOS.com

### **Links to Other Sites**

Our Application contains links to other websites/advertisements. If you choose to visit an advertiser by “clicking on” a banner ad or other type of advertisement, or click on another third party link, you will be directed to that third party’s website. The fact that the Application permits you to link to a website or a banner ad or other type of advertisement is not an endorsement, authorization or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other sites follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit.

### **Our Policy Towards Children**

Our Application is not directed to children under eighteen (18). If a parent or guardian becomes aware that his or her child has provided us with personal information without their consent, he or she should contact us at [privacy@EmaginePOS.com](mailto:privacy@EmaginePOS.com). If we become aware that a child under sixteen (16) has provided us with personal information, we will delete such information from our files.

### **Enforcement**

EmaginePOS uses a self-audit to assure its compliance with this privacy notice and periodically audits its operations to ensure that this Notice is accurate. Should you have any concerns, complaints, or disputes, please contact our privacy office at [privacy@EmaginePOS.com](mailto:privacy@EmaginePOS.com) and we will investigate and attempt to resolve your concerns or issues.

### **Limitations to this Privacy Notice**

EmaginePOS may be limited in its adherence to this Privacy Notice (a) to the extent required to respond to a legal or ethical obligation; (b) to the extent necessary to meet national security, public interest or law enforcement obligations; and (c) to the extent expressly permitted by an applicable law, rule or regulation.

**Effective:** May 2, 2017

Prior Privacy Notices are available upon request.