

# NEW PLANET TECHNOLOGIES

## PRIVACY POLICY

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Last revised: May 24, 2014

Thank you for using New Planet Technology's DVM Dx platform (the "Service"). We value and respect your privacy, and this privacy policy (the "Privacy Policy") is designed to assist you in understanding how we collect, use, and protect any information you may provide to us. YOUR USE OF THE SERVICE, AND CONTINUED USE OF THE SERVICE FOLLOWING ANY CHANGES TO THE PRIVACY POLICY, SIGNIFIES YOUR CONSENT TO BE LEGALLY BOUND BY BOTH THE TERMS AND CONDITIONS OF THE PRIVACY POLICY AND THOSE SET FORTH IN OUR TERMS OF USE. IF YOU DO NOT AGREE TO THE TERMS OF THE PRIVACY POLICY, PLEASE DO NOT USE THE SERVICE OR PROVIDE ANY INFORMATION TO US.

### THE INFORMATION WE COLLECT

When you use our Service, we may collect certain indirect and/or aggregate information as a result of your use of, and interaction with, the Service ("Usage Information"). In addition, in order to use the Service to submit and upload data to our servers, equipment, and networks ("Member Data") you will need to create an account. To set up an account, you will need to provide several types of personally identifiable information ("Personal Information"). Finally, we may ask for your credit or debit card information if you sign up for a member account ("Card Information").

### USAGE INFORMATION

We may use certain standard web measurement and tracking technologies such as "cookies," web server logs, or other statistics programs to collect Usage Information and track and record how you use the Service. This data is anonymous and does not personally identify you. Usage Information helps us measure the success of the Service and its features or pages and to improve your online experience. Your browser may have an option that allows you to accept cookies, reject cookies, or receive notification when a cookie is sent, but you should note that the use of such restrictive browser settings may limit your use of the Service. In addition, we may utilize use web beacons (also known as "action tags" or "one pixel .gif files"), provided by our advertising serving partner, to measure the effectiveness of, and otherwise manage, our online advertising. These web beacons enable our advertising server to recognize you when you use the Service and to determine which banner ads bring users to the Service. We do not use spy ware, adware or any other similarly intrusive software.

### USE OF MEMBER DATA

Our Service provides you with the ability to upload, store, process, and display Member Data. New Planet Technologies does not use your Member Data other than in aggregated forms.

### PERSONAL INFORMATION

When you create your account, we may ask you to provide Personal Information, including your name, e-mail address and mailing address. You may choose not to provide your Personal

Information; however creating an account is a prerequisite for using the full functions of the Service.

### **CREDIT CARD INFORMATION**

In order to create a paid account, you will need to provide you Card Information directly to our third party payment processor. WE DO NOT DIRECTLY COLLECT, ACCESS, STORE OR PROCESS ANY CREDIT CARD INFORMATION. PLEASE READ THE PRIVACY POLICY ON OUR PAYMENT PROCESSOR'S WEBSITE REGARDING THE USE, STORAGE AND PROTECTION OF YOUR CREDIT CARD INFORMATION BEFORE SUBMITTING ANY CREDIT CARD INFORMATION. FOLLOW THIS LINK TO READ OUR PAYMENT PROCESSOR'S POLICY REGARDING PAYMENT INFORMATION.

<https://payments.amazon.com/help/Personal-Accounts/User-Agreement-Policies/User-Agreement>

### **USE OF INFORMATION COLLECTED**

We use your information in order to provide the services you request and to analyze, manage and improve the Service so that we may continually strive to provide you with the best possible experience. In compliance with applicable laws, it is our policy to require only the Personal Information necessary to enable use to complete the specific transaction that you request; we do not condition your participation in any specific activity on our Service, including any transaction, on the disclosure of more Personal Information than is reasonably necessary to complete such that specific activity and/or transaction. In addition, our Payment processor may only use your Card Information to process those monthly fees to which you have expressly agreed. We may also use information such as your name and e-mail address to contact you, respond to your inquiries, and send you information or notify you of special offers and other services. Finally, we use information to help us diagnose problems with our server or other technical issues relating to the performance of the Service. You should be aware that if you voluntarily disclose personally identifiable information (e.g., name, email address, personal photographs) on any publicly displayed area of the Service, such information may be collected and used by others and may result in unsolicited messages from other parties. We have no control over this type use of your personally identifiable information and, as such, cannot be responsible.

### **DISCLOSURE OF YOUR INFORMATION**

We may disclose the information we collect from and about you, including your Personal Information and Member Data: (a) when we have reason to believe that such disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, customers or other users of the Service, or anyone else who could be harmed by such activities, or is appropriate or necessary to enforce the Terms of Use, take precautions against liability, investigate and defend against any third-party claims or allegations, and/or protect the security or integrity of the Service; (b) to respond to judicial process and provide information to law enforcement agencies in connection with an investigation on matters related to public safety, as permitted by law, or otherwise as required by law, or in the good-faith belief that such action is necessary to comply with state and federal laws; (c) except for your Member Data, to our business partners for research, analytical and marketing purposes, such as analyzing usage patterns for certain content, services, advertisements, promotions, and/or functionality in the Service and/or to our subsidiaries, affiliated companies, or other

businesses or persons for the purpose of processing such information on our behalf; or (d) otherwise with your consent. We may sell or buy other businesses or entities. In such event, we may transfer or assign the information we have collected as part of such merger, acquisition, sale, or other change of control. In such transactions, your Personal Information may be included in the transferred business assets and our successor may assume access, storage and control of your member data until you terminate your account. Also, in the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your Personal Information is treated, transferred, or used and your Personal Information may be included in the transferred assets. We may use your Usage Information to identify and develop products and services that may be of interest to you and/or share this information with certain third parties for direct marketing purposes with respect to special offers, products, services, programs, promotions, surveys, publications, invitations or other opportunities that may be of interest to certain demographic groups. We do not sell your Personal Information, to third parties and have no intention of doing so in the future. Under the laws of some jurisdictions, you may be entitled to request disclosure regarding how we share your Usage Information with third parties for direct marketing purposes ("Information-Sharing Disclosure"). To the extent required by applicable law, we shall provide the Information-Sharing Disclosure to you upon rightful request made in writing to New Planet Technologies, 3472 Research Pkwy Set 104-#302, Colorado Springs, CO 80920.

#### **OPTING-OUT**

You may opt-out of receiving communications about special offers or programs by clicking on a link provided at the bottom of the email communication.

#### **LINKED SITES**

Our Website may contain links to other websites (such as those of our service partners or advertisers), which may have privacy policies that differ from our own. We are not responsible for the collection, use or disclosure of information collected through third-party websites and expressly disclaim any liability related to such collection, use or disclosure. We are also not responsible for any information or content contained on such websites. Links to other websites are provided solely as a convenience. Your browsing, use and interaction on any other websites, including websites which have a link to the Website, are subject to that website's own rules and policies. Accordingly, we recommend that you review the privacy policy posted on any website that you may access through, or which links to the Website.

#### **CHILDREN'S PRIVACY**

The Service is not directed to, and we do not knowingly collect Personal Information from, children under the age of 13. We recommend that parents actively participate in their children's use of the Internet. If you are under 13 years of age, please do not use or access the Service at any time or in any manner. If you believe that you may have information regarding a person under 13 that you believe to have registered an account with, or otherwise provided Personal Information via, the Website, please contact us at [support@newplanettech.com](mailto:support@newplanettech.com).

## **SECURITY PROCEDURES**

We take commercially reasonable precautions and have implemented commercially reasonable technical measures intended to protect against the risks of unauthorized access to, erroneous disclosure of, and unlawful interception of Personal Information or Member Data submitted via the Service. However, your email transmissions and/or other communications containing Personal Information or Member Data may be unlawfully intercepted or accessed by third parties and/or the Service may be subject to hostile network attacks or administrative errors. We cannot and do not guarantee the security of any information transmitted over the Internet. Once we receive your Personal Information or Member Data, we take steps that we believe are commercially reasonable to limit access to your Personal Information or Member Data to only those employees and service providers whom we determine need access to the Personal Information or Member Data to provide the requested products, services, offers or opportunities that may be of interest to you. However, even after we receive your Personal Information or Member Data, we cannot guarantee that your Personal Information or Member Data may not be accessed, disclosed, altered, or destroyed as a result of a breach of our commercially reasonable efforts or as a result of any other event beyond our reasonable control. Accordingly, we cannot and do not guarantee that your Personal Information or Member Data is completely secure and safe from such risks. FOR THE AVOIDANCE OF DOUBT, WE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ENSURING, GUARANTEEING OR OTHERWISE OFFERING ANY DEFINITIVE PROMISE OF SECURITY IN CONNECTION WITH YOUR PERSONAL INFORMATION OR MEMBER DATA.

## **SPECIAL NOTE TO INTERNATIONAL USERS**

By using the Service, you agree and acknowledge that the Website is hosted in the United States. If you are attempting to access the Service from a physical location within the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Service, which is governed by U.S. law, this Privacy Policy, our Terms of Use, and, with respect to member accounts and Member Data, our Terms of Service, you are transferring your Personal Information to the United States and you consent to (i) such transfer, (ii) the application of the laws of the United States and/or the State of Colorado with respect to any dispute arising from or related to the Privacy Policy and/or your use of the Service, other than such rules, regulations, case law, and/or international treaties that would result in the application of the laws of a jurisdiction other than the United States or the State of Colorado, and (iii) the exclusive jurisdiction of the courts of the State of Colorado sitting in Denver, and the federal courts sitting in Denver, Colorado.

## **CHANGES AND UPDATES TO THE PRIVACY POLICY**

From time to time, we may revise the Privacy Policy. To help you stay current of any changes, we note the date the Privacy Policy was last updated above. Your use of the Service following the posting of any revised Privacy Policy shall be deemed acceptance of the revised policy, so we strongly recommend that you check back the Privacy Policy periodically. If, and only if, we make revisions to the Privacy Policy that result in a material lessening of the restrictions on our use or disclosure of your Personal Information, we will make a commercially reasonable attempt to obtain your consent before implementing such revisions with respect to such Personal Information.

## **MISCELLANEOUS**

If any part of the Privacy Policy is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Privacy Policy shall continue in force and effect.