



PRIVACY POLICY

Last Updated: May 27, 2021

This Policy describes the principals of processing of Data and Information that is submitted to Hilton Development Group, Inc. (HDG) or otherwise becomes available to HDG in connection with use by the Customer and other users of the Solution.

Please read this Privacy Policy carefully, it explains how HDG respects and handles the privacy of our Customers.

HDG shall be entitled to unilaterally review and amend this Policy from time to time. Therefore, HDG advises to periodically review the Policy in the case of any changes to it. Continued use of the Solution means the consent to any such changes.

If the Customer or other users do not agree with any or all terms of this Policy or any possible changes to it, then they should immediately cease using the Solution and contact HDG.

1. Definitions

- 1.1. **Customer(s).** “Customer” means legal persons, who subscribe to, or otherwise use any Solution(s) provided by HDG or its affiliates.
- 1.2. **Data.** “Data” means information which is being processed by means of equipment operating automatically in response to instructions given for that purpose and is recorded with the intention that it should be processed by means of such equipment or is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system. This may include but is not limited to cellular signal values and geographical locations.
- 1.3. **Information.** “Information” means any information that could be used to identify an individual. It does not include information that is encoded or anonymized, or publicly available information that has not been combined with non-public information.
- 1.4. **Solution(s).** “Solution” means the software, web-based or native mobile application, and relative components or services thereof which have been developed and are being offered in connection with the purpose of communicating with specific wireless devices and may assist in receiving, displaying, or otherwise providing information relative to an asset.
- 1.5. **User Agreement(s).** “User Agreement” means the specific agreement between HDG and the Customer, which governs the parties relative to a particular Solution.

2. Customer Privacy

- 2.1. **Use of Information.** HDG shall use Customer’s Information only as required to and for the purpose of providing the Solution(s). However, Information may be provided to emergency services, as necessary. HDG may use aggregated non-personally identifiable information derived from Information provided by Customer(s), including but not limited to for the purpose of improving the Solution.
- 2.2. **Google Maps.** HDG is obligated and is hereby fulfilling such obligation, to state that the Solution uses the Google Maps API(s) and incorporate by reference the Google Privacy Policy, which can be found at <http://www.google.com/policies/privacy>.
- 2.3. **SMS/Text Notifications.** HDG will use the Information obtained in connection with SMS/Text Notifications in accordance with this Policy, the SMS/Text Notification Policy, and any applicable User Agreement. The Information collected relative to SMS/Text Notifications may include but is not limited to the following: Customer’s name, mobile phone number, and texting preferences (opt-ins and opt-outs). HDG utilizes industry standard security measures intended to protect Information but cannot

guarantee the absolute security in transit or storage. Furthermore, Customer's wireless carrier may collect data about Customer's wireless device usage, and its practices are governed by its own policies; therefore, neither HDG or its affiliates are able to guarantee any security or privacy of Information relative to such context.

- 2.4. **Data Ownership; Privacy.** HDG shall retain ownership of any all Data produced by the Solution, including but not limited to any Data produced as a result of the Customer's use of the Solution. HDG reserves any and all right to market, sell, or otherwise transfer Data to any third-party without notice to or consent from Customer. For the avoidance of doubt, Data shall not include any personally identifiable Information of any Customer; however, HDG may replace such Information with another form of unique identifier only to the extent that it not (I) disclose, (II) allude to, or (III) otherwise provide a way to determine any personally identifiable Information of any Customer.
- 2.5. **Security Practices.** HDG uses industry standard methods and practices intended to protect the security and privacy of Customer Information. Furthermore, said methods and practices are meant to comply with any applicable guidelines and regulations related to the Information, as reasonably required by HDG.

3. Miscellaneous

- 3.1. **Required Disclosures.** HDG may, at its sole discretion, disclose any Information related to the Customer and their use of the Solution as required to comply with the binding orders of law enforcement or governmental entities that have jurisdiction over HDG or Customer or as otherwise required by law, provided that HDG (I) gives the Customer reasonable written notice to allow it to seek a protective order or other appropriate remedy (except to the extent that compliance with the foregoing would cause HDG to violate a court order or other legal requirement), (II) discloses only such Information as is required by the governmental entity or otherwise required by law, and (III) uses its best efforts to obtain confidential treatment for any Information so disclosed.
- 3.2. **Prevailing Document.** In the event that any conflict shall arise between this Policy and any Solution's User Agreement, the User Agreement shall prevail.
- 3.3. **Customer Responsibility.** Customer shall be solely responsible for maintaining the security of all usernames, passwords, and electronic devices used to access the Solution.
- 3.4. **Inherent Risk.** No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, HDG cannot guarantee the absolute security of Customer Information.
- 3.5. **HDG Contact Information.** Inquiries about this Policy may be submitted to info@HDGmobile.com, or by calling (847) 888-4712 during normal business hours (Monday through Friday, from 9:00 AM to 5:00 PM CST).