

PRIVACY POLICY

THINKABLE respects your privacy. The following Privacy Policy (the "**Policy**") informs you on how THINKABLE processes your personal data, but it may not address all possible data processing scenarios. **This Policy applies to the Site and all THINKABLE products and services that display or provide links to this Policy.**

The Policy describes:

1. How We Collect & Use Your Personal Data
2. Cookies & Similar Technologies
3. How We Disclose Personal Data
4. How to Access & Control Your Personal Data
5. How We Protect Your Personal Data
6. Third-Party Providers and Their Services
7. Updates to This Policy
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1. HOW WE COLLECT & USE YOUR PERSONAL DATA:

Personal data means any data that, either on its own or jointly with other data, can be used to identify a natural person. You directly provide us with such data when you use the Site, use our products and services, or interact with us by, for example, creating a THINKABLE account or contacting us for support. We may also obtain data by recording how you interact with the Site and our products or services. For example, we may use technologies like cookies or receive use data from software running on your device. As permitted by law, we may also obtain data from public and commercial third-party sources (e.g., purchasing statistics from other companies to support our services). The personal data we collect may include name, gender, company name, job position, postal and email addresses, phone number, login information (account and password), photos, etc., depending on how you interact with THINKABLE, the Site, and the products or services that you use. We also collect the information you provide to us in messages you send to THINKABLE.

Before using THINKABLE's products or services, you may need to provide personal data. In some cases, you may be able to opt not to disclose your personal data to THINKABLE. However, not providing THINKABLE with certain data may mean that we cannot provide you with certain products or services or respond to an issue that you have raised.

We may use your personal data for the following purposes:

- Creating an account.

- Fulfilling your transaction or service requests, including fulfilling orders; delivering, activating, or verifying products or services; providing training and certification; managing and processing training; participating in onsite or virtual activities; fulfilling your requests for changes or providing you with requested information; and providing technical support.
- Sending you information about products and services that may interest you; inviting you to participate in THINKABLE activities (including promotional activities), market surveys, or satisfaction surveys; or sending you marketing information.
- Sending you important notices, such as installation of and updates to operating system or application.
- Providing you with customized user experience and content.
- Qualifying and managing suppliers and business partners, and communicating or working with suppliers and business partners.
- Improving our products and services through internal audits, data analysis, and research.
- Analyzing the efficiency of our business operations and evaluating market share.
- Troubleshooting when you send us error reports.
- Synchronizing, sharing, and storing the data you upload or download and the data needed for the uploading and downloading.
- Ensuring the security of our products, services and customers or users, executing and improving our loss prevention and anti-fraud programs.
- Complying with and enforcing applicable legal requirements, industry standards and our policies.

THINKABLE may also collect and use non-personally identifiable information (Non-PII). Non-PII is information that cannot be used to identify a particular individual. For example, THINKABLE will collect statistical data, such as the numbers of visits to the Site. We collect this data to understand how users use the Site and our products and services so that we can improve our services and better satisfy your needs. THINKABLE may collect, use, process, transfer, or disclose non-PII for other purposes at its own discretion.

We will endeavor to isolate your personal data from non-PII and ensure that the two types of data are used separately. If personal data is combined with non-PII, it will still be treated as personal data during processing.

THINKABLE will use and/or process your personal data in accordance with applicable law, which may include the following circumstances:

- Responding to a transaction or service request;

- With your consent;
- Legitimate interests of THINKABLE or a third party, such as to contact you, conduct marketing or market surveys, improve our products and services, execute and improve our loss prevention and anti-fraud programs, and other purposes. Legitimate interests include enabling us to more effectively manage and operate our business and provide our products and services; protecting the security of our businesses, systems, products, services, and customers; internal management; complying with internal policies and processes; and other legitimate interests described in this policy;
- As necessary to comply with and fulfill legal obligations.

2. COOKIES & SIMILAR TECHNOLOGIES:

2.1 Cookies

To ensure our website works correctly, we may at times place a small piece of data known as a cookie on your computer or mobile device. A cookie is a text file stored by a web server on a computer or mobile device. The content of a cookie can be retrieved or read only by the server that creates the cookie. The text in a cookie often consists of identifiers, site names, and some numbers and characters. Cookies are unique to the browsers or mobile applications you use, and enable websites to store data such as your preferences or items in your shopping cart.

Like many other websites or Internet service providers, THINKABLE uses cookies to improve user experience. Session cookies are deleted after each visit, while persistent cookies remain in place across multiple visits. Cookies allow websites to remember your settings such as language, font size on your computer or mobile device, or other browser preferences. This means that a user does not need to reset preferences for every visit. On the contrary, if cookies are not used, websites will treat you as a new visitor every time you load a web page. For example, if you are redirected to another web page from a website you are already logged in to and then return to the original website, it will not recognize you and you must log in again.

THINKABLE will not use cookies for any purposes not stated in this Policy. You can manage or delete cookies based on your own preferences. You can clear all the cookies stored on your computer, and most web browsers provide the option of blocking cookies. However, by doing so, you have to change the user settings every time you visit our website.

2.2 Web Beacons and Pixel Tags

In addition to cookies, we may also use other similar technologies on our websites such as web beacons and pixel tags. For example, when you receive an email from THINKABLE, it may contain a click-through URL that links to a THINKABLE web page. If you click the link, THINKABLE will track your visit to help us learn about your preferences for products and services and improve our customer service. A

web beacon is a transparent graphic image embedded in a website or in an email. We use pixel tags in emails to find out whether an email has been opened. You can unsubscribe from the THINKABLE mailing list at any time if you do not want to be tracked in this manner.

3. HOW WE DISCLOSE PERSONAL DATA:

THINKABLE shares your personal data with other partners, as described in this Policy, when services are provided by partners authorized by THINKABLE. For example, when you make an online purchase from THINKABLE, we must share your personal data with the logistics provider to arrange shipment or a partner to provide services. In addition, we may share personal data with THINKABLE affiliates and subsidiaries.

To comply with applicable laws or respond to valid legal procedures, THINKABLE may also disclose your personal data to law enforcement or other government agencies. If THINKABLE is involved in a restructuring, merger & acquisition, or a bankruptcy or liquidation lawsuit in a given jurisdiction, your personal data may be disclosed in connection with the transaction. THINKABLE may also disclose your data when appropriate, for example, to execute Terms and Conditions, when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss, or when it is in connection with an investigation of suspected or actual illegal activity.

4. HOW TO ACCESS & CONTROL YOUR PERSONAL DATA:

It is your responsibility to ensure that all personal data submitted to THINKABLE is correct. THINKABLE is dedicated to maintaining the accuracy and completeness of personal data and keeping the data up-to-date.

To the extent required by applicable law, you may (i) have the right to access certain personal data we maintain about you, (ii) request that we update or correct inaccuracies in that data, (iii) object or restrict to our use of your personal data, and (iv) ask us to delete your personal data from our database. Your written request may be required for security. We may decline the request if we have reasonable grounds to believe that the request is a fraudulent, unfeasible, or may jeopardize the privacy of others.

If allowed by applicable laws, you have the right to withdraw your consent at any time when THINKABLE processes your personal data based on your consent. However, withdrawal does not affect the legitimacy and effectiveness of how we process your personal data based on your consent before the withdrawal is made, nor does it affect any data processing based on another justification other than your consent.

5. HOW WE PROTECT AND RETAIN YOUR PERSONAL DATA:

The security of your personal data is important to us. We use appropriate physical, management, and technical measures to protect your personal data from unauthorized access, disclosure, use, modification, damage, or loss. For example, we use cryptographic technologies for data confidentiality, protection mechanisms to prevent attacks, and access control mechanisms to permit only authorized access to your personal data. THINKABLE is committed to protecting your personal data; however, please note that no security measure is perfect.

We will retain your personal information for no longer than is necessary for the purposes stated in this Policy, unless otherwise extending the retention period is required or permitted by law. The data storage period may vary with scenario, product, and service. The standards THINKABLE uses to determine the retention period are as follows: the time required to retain personal data to fulfill business purposes, including providing products and services; maintaining corresponding transaction and business records; controlling and improving the performance and quality of products and services; ensuring the security of systems, products, and services; handling possible user inquiries or complaints and locating problems; whether the user agrees to a longer retention period; and whether the laws, contracts, and other equivalencies have special requirements for data retention; etc.

6. THIRD-PARTY PROVIDERS AND THEIR SERVICES:

To ensure a positive user experience, you may receive content or web links from third parties other than THINKABLE and its partners ("**Third Parties**"). THINKABLE does not have the right to control such Third Parties, but you can choose whether to use the links, view the content, and/or access the products or services provided by Third Parties.

THINKABLE cannot control the privacy practices and data protection policies of Third Parties that are not subject to this Policy. When you submit personal information to such a Third Party, please read and refer to the privacy protection policy of the Third Party.

7. AMENDMENTS:

THINKABLE may amend this Policy its sole discretion at any time. If THINKABLE amends this Policy, the amendment will take effect thirty (30) days after such amendment is posted on the Site. If you continue to use the Site or otherwise fail to terminate your account after the thirty (30) day period has expired, it will constitute your acceptance of such amendment.

8. HOW TO CONTACT US:

You may contact us at any time by email at support@thinkablelms.com