

## PRIVACY POLICY

This Privacy Policy describes how and when Pole Star USA, Inc. ("Pole Star") collects, uses and shares your information when you use Pole Star's NAO Cloud Platform, which includes the Pole Star website (the "Site"), indoor location deployment tools, and indoor positioning software, as well as other services provided by Pole Star in connection with same (collectively, the "Service").

Pole Star will collect certain information from its users (collectively or individually, "you", "your" or "users"), as described below. Therefore, when using the Service, you consent to the collection, transfer, storage, disclosure and other uses of your information as described in this Privacy Policy, regardless of your location while using the Service, including outside of the United States of America.

If you have any questions or comments about this Privacy Policy, please contact us at:  
[legal@polestarusa.com](mailto:legal@polestarusa.com).

### Types of Information Collected

- Registration Information. To access the Service, you will have to create an account by completing a specific form which requires personal information about you and/or your company, which may include without limitation your name, e-mail address, telephone number, and physical address (collectively, "Registration Information"). You agree to provide us with accurate and complete Registration Information, including using your real legal name. You may not register on behalf of another individual, or an entity which you are not expressly authorized to represent. Your Registration Information data will be stored on our server, both during and after the Trial Period. At any time, you are able to send us a request to delete your Registration Information and close your account by clicking on the available link on "your account page" or sending an email to: [support-naocloud@polestarusa.com](mailto:support-naocloud@polestarusa.com). If you delete your Registration Information and close your account, your personal information will be deleted but all data, information or any content resulting from your use of the Service,

as described in Section 7 and elsewhere in the Terms of Service, will be retained by Pole Star as the owner thereof.

- Mobile Device Information. In connection with the deployment and use of the Service, we will collect certain identifying information about your mobile device, which may include without limitation device model, operating system version, unique device identifiers, and mobile network information (including your phone number). This will allow our system to discriminate between devices, and therefore allow us to use your mobile device in connection with the Service. We may also collect data provided by several sensors of your mobile device, including without limitation the Wi-Fi, the Bluetooth and the GPS chips, and motion sensors. We will retain this data as part of the test of the Service. This will not provide us with access to your mobile device's stored contacts, e-mails, messages, or the like, nor will we store any such information.
- Service Usage Information. Pole Star may also collect information about how the Service is used, including the location and time that Users access the Service. This information, gathered through your logs, may include without limitation the date and time of visits, the location viewed, and the amount of time spent using the Service. Additionally, in the course of using the Service, you will be providing us with other information, which may include, without limitation, information and data about your location and movements, as well as information about the venues in which you choose to test the Service. This information is aggregated and stored, and is used to help us further develop and optimize the Service.

### Use of Information

As described above, we use the data and information for the purpose of administering your account, improving the Service, and communicating with you. Such data and information may be stored on a server located outside of the country in which you live. Occasionally, we may also use the information we collect to notify you about important changes of our platform, new services and special news we think you will find valuable. You may notify us at any time if you do not wish to receive these offers by contacting us at: [support-naocloud@polestar.eu](mailto:support-naocloud@polestar.eu)

### Third Party Services

Pole Star may use web and mobile analytics, such as Google Analytics, a service provided by Google, Inc., to help analyze and understand use of the Service. Such services collect the information sent by your browser as part of a web page request, including cookies and your IP address, and their use of it is governed by their Privacy Policy. Additionally, Pole Star may use software, hardware, or other services provided by third parties as part of or in connection with the Service. By using the Service, you are consenting to the foregoing third party services.

### Sharing Information with Third Parties

We do not sell or share any information about you with anyone. However, we may enter into partnerships or other business arrangements with third parties who may be given access to personal information including your name, address, telephone number and email for the purpose of improving the Service and your experience in connection therewith. We may also transfer such information in the course of corporate divestitures, mergers, or any dissolution. Additionally, we will share personal information with companies, organizations or individuals outside of Pole Star we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

- meet any applicable law, regulation, legal process or enforceable governmental request.
- enforce applicable Terms of Service, including investigation of potential violations.
- detect, prevent, or otherwise address fraud, security or technical issues.
- protect and defend the rights, property or safety of Pole Star, our Users, or the public as required or permitted by law.

### Links to Other Web Sites

Third party content may be part of, or accessible through, the Service, which may include without limitation links to third party websites, as well as software, hardware, or other services provided by third parties as part of, or in connection with, the Service. We are not responsible for the practices

employed by third party websites linked to or from the Service, nor the information or content contained therein. Please remember that when you use a link to go from the Service to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link through the Service, is subject to that third party website's own rules and policies. Please make sure to read over those rules and policies before proceeding.

#### How We Protect Your Information

Pole Star cares about the integrity and security of your personal information. We cannot, however, ensure or warrant the security of any information you transmit to Pole Star or guarantee that your information on the Service may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. Your privacy settings may also be affected by changes to the functionality of our distributors, such as third party website or social network.

PoleStar is not responsible for the functionality or security measures of any third party.

To protect your privacy and security, we take reasonable steps (such as requesting a unique password) to verify your identity before granting you access to your account. You are responsible for maintaining the secrecy of your unique password and account information, and for controlling access to your email communications to and from Pole Star, at all times.

#### Compromise of Personal Information

In the event that personal information is compromised as a result of a breach of security, Pole Star will promptly notify those persons whose personal information has been compromised, in accordance with the notification procedures set forth in this Privacy Policy, or as otherwise required by applicable law.

#### Changes to Our Privacy Policy

If we change our Privacy Policy and/or procedures, we will post those changes on the Site to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it. Changes to this Privacy Policy are effective when they are posted. In some cases, we

may also notify you (via email or otherwise) of such changes, at our sole discretion; however, you are encouraged to check the Site frequently for any posted changes.

### Your Consent

By using the Service, you are consenting to our collection and use of your personal and other information as described in this Privacy Policy. If we change our privacy policies and procedures, we will post those changes on the Site to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it.