

# **Privacy Statement & Terms of Use for ITCrete Cloud Marketplace**

## **PRIVACY STATEMENT**

ITCrete in "Partnership with Interworks" is committed in protecting your privacy. This privacy statement applies to the data collected by ITCrete through the ITCrete Cloud Marketplace (the "Marketplace") hosted by INTERWORKS and operated by ITCrete.

### **COLLECTION OF YOUR INFORMATION**

We will ask you when we need information that leads to your personal identification or can allow us to contact you. The personal information we collect may include your name, email address, phone number, and postal address. We may also collect demographic information, such as your ZIP code, age, gender, preferences, interests and favorites. If you choose to make a purchase or sign up for a paid subscription service, we will ask for additional information, which may include without limitation your credit card number, bank details, mobile phone number and/or billing address which is used to create a billing account.

## **USE OF YOUR INFORMATION**

The information collected on this Marketplace will be used to operate the Marketplace and to provide the service(s) or carry out the transaction(s) you have requested or authorized. Additionally, the information may be used by us for payment processing and ongoing security and fraud prevention activities (such as bank authorizations, charge-backs and for record retention policies) or in cases required under applicable law.

In support of these uses, we may use your information to provide you with more effective customer service, improve the Marketplace and any related ITCrete products or services, perform statistical analysis and make the Storefront easier to use. In this case you will be provided with the option not to accept such use of your information.

We may use your information to provide you with important information about the product or service that you are using, including critical updates and notifications. Additionally, we may send you information about other products and services, and/or share your personal information with our Catalog partners so they may send you information about their products and services. In the last case you will be provided with the option not to accept such use of your information.

We may access or disclose information about you, including the content of your communications, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect the rights or property of ITCrete or our customers, including the enforcement of our agreements or policies governing your use of the services; or

(c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of our employees, customers or the public. We may also disclose personal information as part of a corporate transaction such as a merger or sale of assets.

## **CONTROL OF YOUR PERSONAL INFORMATION**

Except as otherwise described in this statement, personal information you provide on the Site will not be shared outside of ITCrete and its controlled subsidiaries and affiliates without your permission.

Please be aware that this privacy statement and any choices you make on the Storefront will not necessarily apply to personal information you may have provided to ITCrete in the context of other, separately operated ITCrete products or services.

## **SECURITY OF YOUR INFORMATION**

At ITCrete, we take the security of your personal information very seriously. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. If we transmit sensitive personal information (such as a credit card number) over the Internet, we protect it through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

## **CHANGES TO THIS PRIVACY STATEMENT**

We may occasionally update this privacy statement. When we do so, we will also revise the "last updated" date at the top of the privacy statement. For material changes to this privacy statement, we will notify you either by placing a prominent notice on the home page of our Web site or by directly sending you a notification. We encourage you to periodically review this privacy statement to stay informed about how we are helping to protect the personal information we collect.

# **Terms of use**

The services that ITCrete provides to you on or in connection with the ITCrete Marketplace are subject to the following Terms of Use ("TOU"). ITCrete reserves the right to update the TOU at any time without prior notice to you. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

## **DESCRIPTION OF SERVICES**

Through Marketplace, ITCrete provides you with access to a variety of resources, including information about software and other merchandise & download areas. (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

#### **PERSONAL AND NON-COMMERCIAL USE LIMITATION**

Unless otherwise specified, the ITCrete Storefront and Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or services obtained from the Storefront or Services.

#### **PRIVACY AND PROTECTION OF PERSONAL INFORMATION**

See the Privacy Statement disclosures relating to the collection and use of your information.

#### **NOTICE SPECIFIC TO SOFTWARE AND OTHER MERCHANDISE AVAILABLE ON THE ITCrete Marketplace**

Any software that is made available to download, other merchandise available on the Marketplace or Services is the copyrighted work of ITCrete and/or its partners. Use of the Software or other merchandise is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software or merchandise ("Software License Agreement"). An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms.

The Software and merchandise are made available solely for use by end users according to the License Agreement. Any reproduction or redistribution of the Software or merchandise not in accordance with the License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

#### **SPECIFIC NOTICE FOR DOCUMENTS AVAILABLE ON THE MARKETPLACE**

Permission to use Documents (such as white papers, press releases, datasheets and FAQs) from the Marketplace and Services is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such Documents from the ITCrete Marketplace or Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made.

#### **MEMBER ACCOUNT, PASSWORD, AND SECURITY**

If the Marketplace requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information

as prompted by the applicable registration form. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify ITCrete immediately of any unauthorized use or access of your account or any other breach of security. ITCrete will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by ITCrete or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.