

# **PRIVACY POLICY**

## **Our Commitment to Privacy**

This website (“Site”) and related mobile application (“App”) (Site and App are collectively referred to as “System”), including all information, documents, communications, files, text, graphics, and software available through the System (collectively, the “Content”) and all products and services, including vibration analysis services, provided and operated by Circuit Breaker Analyzer Inc. (“CBAI”) and third parties through the System (collectively, the “Services”), is owned and operated by CBAI. CBAI fully appreciates the personal nature of the information you provide, and we are committed to protecting the privacy of our users while they interact with the Content and Services of this System. This Privacy Policy applies to the System only, and does not apply to other websites to which we link. It discloses our various information gathering and dissemination practices as well as an explanation of our principles and procedures. We encourage you to read this notice to understand the types of information we collect and how this information is used.

## **Agreement to be Bound**

You agree that your use of the System signifies your assent to, and agreement to be bound by, this Privacy Policy and the System’s Terms of Use, available here <http://www.circuitbreakeranalyzer.com/legal/Terms-of-Service.pdf> and incorporated herein by reference. Please contact CBAI for a copy of the Privacy Policy and Terms of Use, should you problems accessing them through this System. If you do not agree with this Privacy Policy and the Terms of Use, you may not use the System.

## **The Information We Collect About You**

When you enter the System, CBAI automatically collects and stores certain information. This consists of two basic categories of information: (i) information that you voluntarily provide to us (“Voluntary Information”); and (ii) information that is derived through automated tracking mechanisms (“Automatically Obtained Information”). Voluntary Information includes, (i) registration information that you must provide to CBAI in order to use the functionality of this System; (ii) personally identifiable information that you must provide to CBAI when you choose to use certain features of this System, including vibration testing, email communications, or posting of comments, or when CBAI requires information to verify a user’s identity; (iii) financial information, including credit card information or bank account information, that may be necessary to verify users of the System that purchase Services from CBAI or third parties in connection with the System; (iv) transactional information based on your activities on the System, such as purchasing Services, uploading content, communicating with the System, etc.; and (v) any other information that you voluntarily supply to CBAI. Automatically Obtained Information includes, (i) your IPA (Internet Protocol Address) or other software or hardware identifying information; (ii) the type of browser and operating system you use; (iii) the time of your visit; (iv) the pages of CBAI’s System you visit; (v) advertising data; and (vi) other standard web log information. Voluntary Information and Automatically Obtained Information are collectively referred to herein as “Personal Information.”

As is the case with a countless number of other sites, a pleasant user experience cannot be achieved without the use of “cookies” - small bits of information stored and retrieved on CBAI’s behalf by your browser or through use of our App. CBAI may use cookies to provide conveniences such as saving and retrieving your password and preserving the preferences you use on this System.

Most web browsers contain options allowing you to restrict or block “cookies,” for instance, by requiring that they send information only to the original sender. You may choose to implement these protections on your computer. However, you should be aware that eliminating or restricting CBAI’s use of cookies may make it more difficult or limit your ability to use the System.

In the course of serving advertisements to this System, if any, CBAI’s third party advertisers may place or recognize a unique “cookie” on your browser. This information allows CBAI’s third party advertisers to deliver targeted advertisements that they believe will be of interest to you. CBAI does not have access to or control the cookies that may be placed or used by third party advertisers. This Privacy Policy covers the use of cookies by CBAI and does not cover the use of cookies by third party advertisers. **BY USING THIS SYSTEM, YOU HEREBY AGREE TO EXPRESSLY RELEASE CBAI OF ANY LIABILITY RELATING TO COOKIES OR THIRD PARTY ADVERTISERS.**

### **How We Use Information**

CBAI will not disclose, use, give or sell any Personal Information to third parties, except as described herein. CBAI may disclose your Personal Information to vendors and other third parties offering products and services through this System who need to know your Personal Information in order to deliver products and services on behalf of CBAI or themselves.

Your Personal Information is used to support and enhance your use of the System and its features, including without limitation: providing you with Services and Content; providing customer service; and tracking and otherwise supporting your use of the System. Please note that Personal Information may also be used (i) to provide you with a more enjoyable, convenient online experience; (ii) to help us identify and/or provide Content, Services, and other information, products or services that may be of interest to you; (iii) for target advertising toward you based on things such as region, gender, interests, goals, habits, etc.; and (iv) to contact or follow up with you regarding Content, Services, or other information, products or services similar to those that you have browsed, attempted to purchase, or purchased using this System.

Your Personal Information may also be disclosed where required to do so by law. CBAI may disclose your Personal Information in special cases where we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be violating our terms and conditions of use or may be causing injury or interference with our rights, property, our customers or anyone who could be harmed by such activities.

CBAI may permit certain trusted third parties to track usage, analyze data such as the source address that a page request is coming from, your IP address or domain name, the date and time of the page request, the referring website (if any) and other parameters in the URL or App. This is

collected in order to better understand our System's usage, and enhance the performance of services to maintain and operate the System and certain features on the System. CBAI may use third parties to host the System; operate various features available on the System; offer products or services on the System, advertise on the System, drive traffic to the System, send emails; analyze data; provide search results and links, and fulfill your orders.

CBAI uses non-identifying and aggregate information to better design and/or operate our System and for business and administrative purposes. CBAI may also use or share with third parties for any purpose aggregated data that contains no personally identifiable information.

CBAI reserves the right to contact you regarding matters relevant to the underlying Content, Services, or other goods and services offered or provided on the System and/or the information collected.

CBAI may share Personal Information or other information with our parent, subsidiaries, divisions, and affiliates. We may transfer Personal Information as an asset in connection with a proposed or actual merger or sale (including any transfers made as part of an insolvency or bankruptcy proceeding) involving all or part of our business or as part of a corporate reorganization, stock sale or other change in control.

**WE ARE NOT LIABLE OR RESPONSIBLE FOR THE PERSONAL INFORMATION OR OTHER INFORMATION YOU CHOOSE TO UPLOAD TO ANY PUBLICLY ACCESSIBLE AREA OF THE SYSTEM OR OTHERWISE PROVIDE TO CBAI.**

You will receive notice when your Personal Information might be provided to any third party for any reason other than as set forth in this Privacy Policy, and you will have an opportunity to request that we not share such information.

### **Accessing, Reviewing and Changing Your Information**

By logging into the System, you can see, review and change most of your Personal Information. Generally, CBAI will not manually modify your Personal Information because it is very difficult to verify your identity remotely. You must promptly update your Personal Information if it changes or is inaccurate. Once you purchase or request Content or Services, you may not be able to change or remove your Personal Information. Upon your request, we will close your account and remove your Personal Information from view as soon as reasonably possible, based on your account activity and in accordance with applicable law. CBAI does retain Personal Information from closed accounts to comply with law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, operate the System, assist with any investigations, enforce our Terms of Use, and take other actions otherwise permitted by law.

### **Minor Policy**

CBAI does not knowingly collect information from individuals under the age of eighteen (18) years old. We delete all personally identifiable information that we discover has been provided by individuals under the age of eighteen (18) years. CBAI does not include any information on

this System that we consider unsuitable for children, but we cannot guarantee the content of any linked sites that we may list.

### **Security Measures**

CBAI makes every effort to protect the integrity and privacy of your Persona Information. This System employs various tools, such as encryption technology, in the transmission of your Voluntary Information. However, no amount of security eliminates all risk of third parties accessing or unlawfully intercepting transmissions containing your Personal Information. Additionally, CBAI cannot guarantee that third parties will not misuse your Personal Information. Therefore, although we work very hard to protect your privacy, we do not promise, and you should not expect, that your Personal Information will always remain private. By consenting to the Terms of Use and Privacy Policy of this System, you consent that no data transmission over the Internet is completely secure, and that CBAI cannot guarantee or warrant the security of any information you provide to CBAI and that all information you transmit to CBAI is transmitted at your own risk.

### **Links to Other Useful Sites**

CBAI may provide links to web sites maintained by other organizations that provide information that may be of interest to you. These links are provided as a convenience to you. CBAI has no control over linked sites and cannot guarantee the accuracy of any information on them, nor make any pledges concerning the hosts' privacy policies.

### **Policy Changes**

The law of privacy, especially online privacy, is constantly changing. CBAI engages in ongoing reviews of our Privacy Policy. We reserve the right to change, at any time, our policies on privacy and the collection and use of information, and will update this Privacy Policy accordingly. Your continued use of the System indicates your assent to, and agreement to be bound by, the Privacy Policy, as posted. For this reason, we encourage you to review the Privacy Policy whenever you use the System.

### **Contact Clause**

If you have any questions or concerns about our Privacy Policy, please email CBAI at [info@cbanalyzer.com](mailto:info@cbanalyzer.com).