

## Nuheat Privacy Policy

**Last revised: June, 2014**

This Privacy Policy describes the information that Nuheat Industries and its subsidiary (“we,” “our” or “us”) collects through the [www.nuheat.com](http://www.nuheat.com) and the [www.mynuheat.com](http://www.mynuheat.com) websites (each, a “Site”) and any mobile application of ours (each, an “App”) (collectively, the “Service”) and how we use it, how we protect it and the choices you can make about your information. Throughout this Privacy Policy “information” includes personal information about you.

By accessing the Service, you expressly consent to the collection, use, disclosure and storage of your information and other information received by us as a result of such use in accordance with this Privacy Policy. If you do not agree with the terms of this Privacy Policy or the Terms of Use (the “Terms”), you should immediately stop using or visiting the Service.

### **CONSENT:**

If you are located outside of the United States, please note that the Service is hosted in the United States. Therefore, your information, including any personal information provided pursuant to the Service, may be processed and stored in the United States. As a result, United States federal and state governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of your information through laws applicable in the United States. Your use of the Service or your submission of any information to us will constitute your consent to the transfer of your information outside of your home country, which may provide for different data protection rules than in your country. Please contact us at [copyright@nuheat.com](mailto:copyright@nuheat.com) if you have any questions about how your information may be processed or stored in the United States.

### **Information We Collect**

We collect the following types of information in the manner described below.

1. You may voluntarily provide us with information, including:
  - Your name, title, company name, postal address, email address, telephone number, facsimile number (optional), password, credit card information and other information to use the Service;
  - Information when you contact or interact with us; and
  - Any other information you voluntarily provide us with including your comments and other content in connection with using the Service.
2. We may automatically collect other information about you, including:

- An identifier that is unique to the device on which you install an App and some identifiers may be persistent device identifiers;
  - Web browser type;
  - Your Internet Protocol (IP) address;
  - Domain name of your Internet service provider;
  - Your geographic location;
  - The Site pages that you visit and the time of your visits; and
  - Aggregated information that cannot be used to specifically identify you when you use or visit the Service.
3. We may collect information about you from publicly available sources.
  4. We may combine all of the information we collect from or about you and use it in the manner described in this Privacy Policy.

### **How We Use Your Information**

We use the information that we collect for the following purposes, including:

- The purposes for which you provided it;
- To respond to your inquiries;
- For fulfillment of requests;
- To identify you as a user of the Service;
- To send you information about your relationship with us;
- To allow you to participate in surveys;
- To contact you with information, including promotional information, that we believe will be of interest to you, done either by us or a third party;
- To process and respond to your inquiries;
- To improve the Service or develop new services;
- To provide the services you request, including the Service and any notifications or updates relating to the Service;
- For research that we or a third party may perform regarding the Service;

- To create anonymous data, which we may use for any purpose;
- To compile aggregate data for internal and external business purposes;
- To analyze the Service;
- To allow us to personalize and enhance your experience using the Service;
- To generate and review reports and data about our user base and service usage patterns;
- To analyze the accuracy, effectiveness, usability or popularity of the Service;
- To improve the content and features of the Service or develop new services;
- To prevent fraudulent transactions, monitor against theft and otherwise protect our users and our business;
- To administer and troubleshoot the Service; and
- As otherwise stated in this Privacy Policy and the Terms.

## **How Your Information is Disclosed**

Information may be disclosed to third parties in accordance with our Privacy Policy. Please note that a user may choose not to share certain information as described in Your Choices Regarding Your Information below.

1. Third Parties. We may use third parties to perform functions in connection with the Service (for example, Web hosting, data analysis and marketing services, etc.). We may share information about you that they need to perform their functions and in accordance with our agreements with them.
2. Business Changes. If we become involved in a merger, consolidation, acquisition, sale of assets, joint venture, securities offering, bankruptcy, reorganization, liquidation, dissolution, or other transaction or if the ownership of all or substantially all of our business otherwise changes, we may share or transfer your information to a third party or parties in connection therewith.
3. Subsidiaries and Affiliates. We may also share your information with any subsidiary or affiliate of ours for purposes consistent with this Privacy Policy. Any subsidiary or affiliate of ours will be required to maintain that information in accordance with this Privacy Policy.
4. Investigations and Law. Regardless of the choices you make regarding your information (as described below) and to the extent permitted by applicable law, we may disclose information about you to third parties to:

- Enforce or apply the Terms or any applicable end user license agreement;
  - Comply with law, in response to subpoenas, warrants, or court orders, or in connection with any legal process or cooperate with government or law enforcement officials or private parties;
  - Protect our rights, reputation, safety and property, or that of our users or others;
  - Protect against legal liability;
  - Establish or exercise our rights to defend against legal claims; or
  - To investigate, prevent or take action regarding suspected illegal activities, suspected fraud, the rights, reputation, safety or property of us, users or others, violation of the Terms, our policies or agreements or as otherwise required by law.
5. Aggregated Anonymous Information. We may share aggregated anonymous information relating to and users of the Service with affiliated or unaffiliated third parties.
6. Content. All information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Service, whether publicly posted or privately transmitted ("Content"), are the sole responsibility of the person from whom such Content originated. This means that you, and not us, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Service ("Your Content"), and other users of the Service, and not us, are similarly responsible for all Content they upload, post, email, transmit or otherwise make available through the Service ("User Content").

We have no obligation to pre-screen any Content (including, but not limited to, Your Content and User Content), although we reserve the right in our sole discretion to pre-screen, refuse or remove any Content, including without limitation to remove any Content that violates the Terms or that we deem objectionable.

7. Cookies, Web Beacons and Other Technologies; Do Not Track. Please see Cookies, Web Beacons and Other Technologies; Do Not Track below.

### **Cookies, Web Beacons and Other Technologies; Do Not Track**

We, along with third parties, use cookies, Web beacons and other technologies. These technologies are used for tracking, analytics and personalization and optimization of the Service.

1. Cookies. Cookies are small bits of information that are transferred to and stored in separate files within your computer's browser.

- Persistent cookies remain on the visitor's computer after the browser has been closed.
- Session cookies exist only during a visitor's online session and disappear from the visitor's computer when they close the browser software.

You can instruct your browser to stop accepting cookies. But if you do not accept cookies, you may not be able to use all portions or all functionality of the Site. The following websites provide information on how to adjust the cookies settings on some popular browsers:

- For Apple Safari: <http://support.apple.com/kb/PH5042>
- For Google Chrome: [https://support.google.com/chrome/answer/95647?hl=en&p=cpn\\_cookies](https://support.google.com/chrome/answer/95647?hl=en&p=cpn_cookies)
- For Microsoft Internet Explorer: <http://www.microsoft.com/info/cookies.msp>
- For Mozilla Firefox: <http://support.mozilla.org/en-US/kb/cookies-information-websites-store-on-your-computer?redirectlocale=en-US&redirectslug=Cookies>

1. Web Beacons. Web beacons are small strings of code that provide a method for delivering a graphic image on a Web page or in an email message for the purpose of transferring data. You can disable the ability of Web beacons to capture information by blocking cookies.

2. Persistent Device Identifiers. Persistent device identifiers are unique strings that are associated with the mobile device that you use to connect to the Service. Persistent device identifiers may be modified or disabled by sophisticated users.

3. Third parties may collect personally identifiable information about an individual user's online activities over time and across different websites when a user uses the Service.

4. Below are links to resources for opting out of different types of online tracking and targeting.

- For the AddThis Opt-out: <http://www.addthis.com/privacy/opt-out>
- For the Google Analytics Opt-out Browser Add-on: <https://tools.google.com/dlpage/gaoptout/>
- For the ScorecardResearch Opt-out: <http://www.scorecardresearch.com/preferences.aspx>

5. Do Not Track. At this time, we do not respond to “Do Not Track” signals sent from Web browsers.

## **Security**

While we take reasonable technical and organizational measures to protect the information you submit via the Service against loss, theft and unauthorized use, disclosure, or modification, we cannot guarantee its absolute security. No Internet or email transmission is ever fully secure or error free. Email sent to or from the Service may not be secure. You should use caution whenever submitting information online and take special care in deciding what information you send to us via email.

## **Links to Other Websites**

This Privacy Policy applies only to the Service. The Service may contain links to other websites to which this Privacy Policy does not apply. The links from the Service do not imply that we endorse or have reviewed these websites. The policies and procedures we describe here do not apply to these websites. We neither can control nor are responsible for the privacy practices or content of these websites. We suggest contacting these websites directly for information on their privacy policies.

## **Your Choices Regarding Your Information**

You have choices regarding the use of information on the Service.

1. Changing Your Information. You may make changes to your information, including keeping your information accurate or deleting your information, by contacting us at [copyright@nuheat.com](mailto:copyright@nuheat.com).
2. Email Communications. You can make changes regarding receiving email communications from us by visiting the “Contact Us” portion of the Site.
3. Cookies, Web Beacons and Other Technologies; Do Not Track. Please see Cookies, Web Beacons and Other Technologies; Do Not Track above.

## **Children**

We do not knowingly collect personal information from individuals under age 18. If you are under the age of 18, please do not submit any personal information through the Service. If you have reason to believe that we may have accidentally received personal information from an individual under age 18, please contact us immediately at [copyright@nuheat.com](mailto:copyright@nuheat.com).

## **Changes to Privacy Policy**

We reserve the right to update or modify this Privacy Policy at any time and from time to time without prior notice. Please review this Privacy Policy periodically, and especially before you provide any information. This Privacy Policy was made effective on the date indicated above.

## **How to Contact Us**

Please also feel free to contact us at [copyright@nuheat.com](mailto:copyright@nuheat.com) if you have any questions about this Privacy Policy.