

PRIVACY POLICY and Terms of Service

Version Date: 21.07.2017 (DD.MM.YYYY)

+++ Part: Terms of Service +++

GENERAL

CzokIndustries (“Company” or “we” or “us” or “our”) respects the rights of its users (“user” or “you”) who use our products, including all media forms, media channels, mobile Products or mobile applications related or connected thereto (collectively, the “Product”). The following Terms or service are to be understood as additions to the default Apple Terms of service for mobile Applications. If not specified differently in this document, the default Apple Terms of service for mobile Applications shall govern.

The user is allowed to use the services for his own convenience, whether private or commercial. But the user is not allowed to resell translation services.

The user is not allowed to access the services in the following ways:

- Automated ways (e.g. with a robot software operating buttons on the screen or underlying mechanisms in the app)
- By bypassing the user interface of the app
- By sending unreasonable queries (e.g. pages full of just one character)
- By sending too many queries (e.g. whole books, many small queries,..)

The user shall use the resulting information with caution. It may be incorrect, may even mean the opposite of what was intended or may otherwise harm the user if used incorrectly.

For example translations can occasionally contain insults, profanity or misleading information – even if the query was about a completely different topic. Such behaviour is rare, but possible with probabilistic systems that are used here.

+++ Part: Privacy +++

GENERAL

CzokIndustires (“Company” or “we” or “us” or “our”) respects the privacy of its users (“user” or “you”) who use our products, including all media forms, media channels, mobile Products or mobile applications related or connected thereto (collectively, the “Product”). The following Company privacy policy (“Privacy Policy”) is designed to inform you, as a user of the Product, about the types of information that Company may gather about or collect from you in connection with your use of the Product. It also is intended to explain the conditions under which Company uses and discloses that information, and your rights in relation to that information. Changes to this Privacy Policy are discussed at the end of this document. Each time you use the Product, however, the current version of this Privacy Policy will apply. Accordingly, each time you use the Product you should check the date of this Privacy Policy (which appears at the beginning of this document) and review any changes since the last time you used the Product.

The product is hosted in different locations all over the World. If you are accessing our Product, please be advised that you are transferring your personal information to a jurisdiction or several jurisdictions that may be far away from you, and by using our Product, you consent to that transfer and use of your personal information in accordance with this Privacy Policy. You also agree to abide by the applicable laws of applicable states and U.S. federal law concerning your use of the Product and your agreements with us. Any persons accessing our Product from any jurisdiction with laws or regulations governing the use of the Internet, including personal data collection, use and disclosure, different from those of the jurisdictions mentioned above may only use the Product in a manner lawful in their jurisdiction. If your use of the Product would be unlawful in your jurisdiction, please do not use the Product.

BY USING OR ACCESSING THE PRODUCT, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THIS PRIVACY POLICY.

GATHERING, USE AND DISCLOSURE OF NON-PERSONALLY-IDENTIFYING INFORMATION

Users of the Product Generally

“Non-Personally-Identifying Information” is information that, without the aid of additional information, cannot be directly associated with a specific person. “Personally-Identifying Information,” by contrast, is information such as a name or email address that, without more, can be directly associated with a specific person. Like most Product operators, Company gathers from users of the Product Non-Personally-Identifying Information of the sort that Web browsers, depending on their settings, may make available. That information includes the user’s Internet Protocol (IP) address, operating system, browser type and the locations of the Products the user views right before arriving at, while navigating and immediately after leaving the Product. Additionally any information that you submit to us may fall in any of those categories. Although such information is not always explicitly collected as Personally-Identifying Information, it may be possible for Company to determine personally identifying traits in this information. Company analyzes Non-Personally-Identifying Information gathered from users of the Product to help Company better understand how the Product is being used. By identifying patterns and trends in usage, Company is able to better design the Product to improve users’ experiences, both in terms of content and ease of use. From time to time, Company may also release the Non-Personally-Identifying Information gathered from Product users in the aggregate, such as by publishing a report on trends in the usage of the Product.

Third-Party Advertisers

We may use third-party advertising companies to serve ads when you visit the Product. These companies may use information (not including any Personally-Identifying Information) about your visits to the Product and other Products that are contained in Web Cookies in order to provide advertisements about goods and services of interest to you. Using a tool created by the Network Advertising Initiative, you can opt out of several third-party ad servers' and networks' Web Cookies simultaneously. If you would like more information about this practice and to know your choices about not having this information used by these companies, please follow the following links: http://networkadvertising.org/managing/opt_out.asp, <http://preferences-mgr.truste.com/>, or <http://www.aboutads.info/choices/>. Please contact us if you would like to know the identity of the third-party advertising companies we are currently using to serve ads.

We may allow advertisers to choose the characteristics of users who will see their advertisements, and we may use any of the Non-Personally Identifying Information we have collected (including information you may have decided not to show to other users, such as your birth year or other sensitive personal information or preferences) to select the appropriate audience for those advertisements. We do not identify you to the advertiser.

Analytics

We may use third-party vendors, including Google, who use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick cookie) together to inform, optimize and serve ads based on your past activity on the Product, including Google Analytics for Display Advertising. The information collected may be used to, among other things, analyze and track data, determine the popularity of certain content and better understand online activity. If you do not want any information to be collected and used by Google Analytics, you can install an opt-out in your web browser (<https://tools.google.com/dlpage/gaoptout/>) and/or opt out from Google Analytics for Display Advertising or the Google Display Network by using Google's Ads Settings (www.google.com/settings/ads).

Aggregated and Non-Personally-Identifying Information

We may share aggregated and Non-Personally Identifying Information we collect under any of the above circumstances. We may also share it with third parties and our affiliate companies to develop and deliver targeted advertising on the Product and on Products of third parties. We may combine Non-Personally Identifying Information we collect with additional Non-Personally Identifying Information collected from other sources. We also may share aggregated information with third parties, including advisors, advertisers and investors, for the purpose of conducting general business analysis. For example, we may tell our advertisers the number of visitors to the Product and the most popular features or services accessed. This information does not contain any Personally-Identifying Information and may be used to develop Product content and services that we hope you and other users will find of interest and to target content and advertising.

Mobile Device Additional Terms

- **Mobile Device.** If you use a mobile device to access the Product or download any of our applications, we may collect device information (such as your mobile device ID, model and manufacturer), operating system, version information and IP address.

- **Geo-Location Information.** Unless we have received your prior consent, we do not access or track any location-based information from your mobile device at any time while downloading or using our mobile application or our services, except that it may be possible for Company to determine from an IP address the geographic location of your point of connectivity, in which case we may gather and use such general location data.
- **Push Notifications.** We send you push notifications if you choose to receive them, letting you know when someone has sent you a message or for other service-related matters. If you wish to opt-out from receiving these types of communications, you may turn them off in your device's settings.
- **Mobile Analytics.** We use mobile analytics software to allow us to better understand the functionality of our mobile software on your phone. This software may record information, such as how often you use the application, the events that occur within the application, aggregated usage, performance data and where the application was downloaded from. We do not link the information we store within the analytics software to any Personally-Identifying Information you submit within the mobile application.

COLLECTION, USE AND DISCLOSURE OF PERSONALLY-IDENTIFYING INFORMATION

Product Registration

As defined above, Personally-Identifying Information is information that can be directly associated with a specific person. Company may collect a range of Personally-Identifying Information from and about Product users. Much of the Personally-Identifying Information collected by Company about users is information provided by users themselves when (1) registering for our service, (2) logging in with social network credentials, (3) participating in polls, contests, surveys or other features of our service, or responding to offers or advertisements, (4) communicating with us, (5) creating a public profile or (6) signing up to receive newsletters. That information may include each user's name, address, email address and telephone number, and, if you transact business with us, financial information such as your payment method (valid credit card number, type, expiration date or other financial information). We also may request information about your interests and activities, your gender, age, date of birth, username, hometown and other demographic or relevant information as determined by Company from time to time. Users of the Product are under no obligation to provide Company with Personally-Identifying Information of any kind, with the caveat that a user's refusal to do so may prevent the user from using certain Product features.

BY REGISTERING WITH OR USING THE PRODUCT, YOU CONSENT TO THE USE AND DISCLOSURE OF YOUR PERSONALLY-IDENTIFYING INFORMATION AS DESCRIBED IN THIS "COLLECTION, USE AND DISCLOSURE OF PERSONALLY-IDENTIFYING INFORMATION" SECTION.

Online Postings

Certain Personally-Identifying Information collected from users may be disclosed as a matter of course as a result of your use of the Product. We may provide areas on the Product where you can post reviews and other information relating to your activities on the Product. Such postings are governed by our Terms of Use. In addition, such postings may appear on other Products or when searches are executed on the subject of your posting. Also, whenever you voluntarily disclose personal information on publicly-viewable web pages, that information will be publicly available and can be collected and used by others. For example, if you post your email address, you may receive unsolicited messages. We cannot control who reads your

posting or what other users may do with the information you voluntarily post, so we encourage you to exercise discretion and caution with respect to your personal information. USERS ASSUME ALL RESPONSIBILITY FOR ANY LOSS OF PRIVACY OR OTHER HARM RESULTING FROM THEIR VOLUNTARY DISCLOSURE OF PERSONALLY IDENTIFYING INFORMATION.

Company Communications

We may occasionally use your name and email address to send you notifications regarding new services offered by the Product that we think you may find valuable. We may also send you service-related announcements from time to time through the general operation of the service. Generally, you may opt out of such emails at the time of registration or through your account settings, though we reserve the right to send you notices about your account, such as service announcements and administrative messages, even if you opt out of all voluntary email notifications.

Company Disclosures

Company will disclose Personally-Identifying Information under the following circumstances:

- **By Law or to Protect Rights.** When we believe disclosure is appropriate, we may disclose Personally-Identifying Information in connection with efforts to investigate, prevent or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of Company, our users, our employees or others; to comply with applicable law or cooperate with law enforcement; to enforce our Terms of Use or other agreements or policies, in response to a subpoena or similar investigative demand, a court order or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.
- **Marketing Communications.** Unless users opt-out from receiving Company marketing materials upon registration, Company may email users about products and services that Company believes may be of interest to them. If you wish to opt-out of receiving marketing materials from Company, you may do so by following the unsubscribe link in the email communications, by going to your account settings (if applicable) or contacting us using the contact information below.
- **Third-Party Marketing Communications.** Unless users opt-out from receiving marketing materials upon registration, Company may provide users' email information to third parties, so that those third parties may directly contact them about additional products and services. To cease having your email information provided to third parties, you may do so by going to your account settings (if applicable) or contacting us using the contact information below. Even after opting-out, you may continue to receive marketing emails from third parties to whom Company already has provided your email information. You will be responsible for directly contacting such third parties to request cessation of further marketing emails.
- **Third-Party Service Providers.** We may share your Personally-Identifying Information, which may include your name and contact information (including email address) with our authorized service providers that perform certain services on our behalf. These services may include fulfilling orders, providing customer service and marketing assistance, performing business and sales analysis, supporting the Product's functionality and supporting contests, sweepstakes, surveys and other features offered through the Product. We may also share your name, contact information and credit

card information with our authorized service providers who process credit card payments. These service providers may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purpose.

- **Business Transfers; Bankruptcy.** Company reserves the right to transfer all Personally-Identifying Information in its possession to a successor organization in the event of a merger, acquisition, bankruptcy or other sale of all or a portion of Company's assets. Other than to the extent ordered by a bankruptcy or other court, the use and disclosure of all transferred Personally-Identifying Information will be subject to this Privacy Policy, or to a new privacy policy if you are given notice of that new privacy policy and are given an opportunity to affirmatively opt-out of it. Personally-Identifying Information submitted or collected after a transfer, however, may be subject to a new privacy policy adopted by the successor organization.

Changing Personally-Identifying Information; Account Termination

You may at any time review or change your Personally-Identifying Information by going to your account settings (if applicable) or contacting us using the contact information below. Upon your request, we will deactivate or delete your account and contact information from our active databases. Such information will be deactivated or deleted as soon as practicable based on your account activity and accordance with our deactivation policy and applicable law. To make this request, either go to your account settings (if applicable) or contact us as provided below. We will retain in our files some Personally-Identifying Information to prevent fraud, to troubleshoot problems, to assist with any investigations, to enforce our Terms of Use and to comply with legal requirements as is permitted by law. Therefore, you should not expect that all your Personally-Identifying Information will be completely removed from our databases in response to your requests. Additionally, we keep a history of changed information to investigate suspected fraud with your account.

General Use

Company uses the Personally-Identifying Information in the file we maintain about you, and other information we obtain from your current and past activities on the Product (1) to deliver the products and services that you have requested; (2) to manage your account and provide you with customer support; (3) to communicate with you by email, postal mail, telephone and/or mobile devices about products or services that may be of interest to you either from us, our affiliate companies or other third parties; (4) to develop and display content and advertising tailored to your interests on the Product and other sites; (5) to resolve disputes and troubleshoot problems; (6) to measure consumer interest in our services; (7) to inform you of updates; (8) to customize your experience; (9) to detect and protect us against error, fraud and other criminal activity; (10) to enforce our Terms of Use; and (11) to do as otherwise described to you at the time of collection. At times, we may look across multiple users to identify problems. In particular, we may examine your Personally-Identifying Information to identify users using multiple user IDs or aliases. We may compare and review your Personally-Identifying Information for accuracy and to detect errors and omissions. We may use financial information or payment method to process payment for any purchases made on the Product, enroll you in the discount, rebate, and other programs in which you elect to participate, to protect against or identify possible fraudulent transactions and otherwise as needed to manage our business.

COLLECTION AND USE OF INFORMATION BY THIRD PARTIES GENERALLY

Company contractually prohibits its contractors, affiliates, vendors and suppliers from disclosing Personally-Identifying Information received from Company, other than in accordance with this Privacy Policy. However, third parties are under no obligation to comply with this Privacy Policy with respect to Personally-Identifying Information that users provide directly to those third parties, or that those third parties collect for themselves. These third parties include advertisers, providers of games, utilities, widgets and a variety of other third-party applications accessible through the Product. Company neither owns nor controls the third-party Products and applications accessible through the Product. Thus, this Privacy Policy does not apply to information provided to or gathered by the third parties that operate them. Before visiting a third party, or using a third-party application, whether by means of a link on the Product, directly through the Product or otherwise, and before providing any Personally-Identifying Information to any such third party, users should inform themselves of the privacy policies and practices (if any) of the third party responsible for that Product or application, and should take those steps necessary to, in those users' discretion, protect their privacy.

SECURITY

We take the security of your Personally-Identifying Information seriously and use reasonable electronic, personnel and physical measures to protect it from loss, theft, alteration or misuse. However, please be advised that even the best security measures cannot fully eliminate all risks. We cannot guarantee that only authorized persons will view your information. We are not responsible for third-party circumvention of any privacy settings or security measures.

We are dedicated to protect all information on the Product as is necessary. However, you are responsible for maintaining the confidentiality of your Personally-Identifying Information by keeping your password confidential. You should change your password immediately if you believe someone has gained unauthorized access to it or your account. If you lose control of your account, you should notify us immediately.

PRIVACY POLICY CHANGES

Company may, in its sole discretion, change this Privacy Policy from time to time. Any and all changes to Company's Privacy Policy will be reflected on this page and the date new versions are posted will be stated at the top of this Privacy Policy. Unless stated otherwise, our current Privacy Policy applies to all information that we have about you and your account. Users should regularly check this page for any changes to this Privacy Policy. Company will always post new versions of the Privacy Policy on the Product. However, Company may, as determined in its discretion, decide to notify users of changes made to this Privacy Policy via email or otherwise. Accordingly, it is important that users always maintain and update their contact information.

CHILDREN

The Children's Online Privacy Protection Act ("COPPA") protects the online privacy of children under 13 years of age. We do not knowingly collect or maintain Personally-Identifying Information from anyone under the age of 13, unless or except as permitted by law. Any person who provides Personally-Identifying Information through the Product represents to us that he or she is 13 years of age or older. If we learn that Personally-Identifying Information has been collected from a user under 13 years of age on or through the Product, then we will take the appropriate steps to cause this information to be deleted. If you are the parent or legal guardian of a child under 13 who has become a member of the Product or has otherwise transferred

Personally-Identifying Information to the Product, please contact Company using our contact information below to have that child's account terminated and information deleted.

CALIFORNIA PRIVACY RIGHTS

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about the Personally-Identifying Information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of the Personally-Identifying Information that was shared and the names and addresses of all third parties with which we shared Personally-Identifying Information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to our privacy officer as listed below.

DO-NOT-TRACK POLICY

Most web browsers and some mobile operating systems include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. Because there is not yet a common understanding of how to interpret the DNT signal, the Product currently does not respond to DNT browser signals or mechanisms.

ADDITIONAL NOTE ABOUT MACHINE-LEARNING SYSTEMS

To provide its services, Company is using machine learning systems. Since the exact operation mode of those systems is not fully understood, and because Company is using user data to improve the performance of those systems, it cannot be guaranteed, that information will never leak by the means of being transported through a machine learning systems. For example a user who translates their personal name will create data in this process. When this data is used to train the next generation of a machine learning system, it may falsely assume, that a users personal name is the translation for a common word and show it to other users. While this usually happens rarely, any information could theoretically leak to any third party in this way. User agrees and accepts that this may happen and will not pursue action against Company in any such case.

+++ Part: Contact +++

CONTACT

If you have any questions regarding our Privacy Policy, please contact us at:

CzokIndustries UG
Schilcherholzweg 19
83670 Bad Heilbrunn
Germany

Email: privacy.translator@CzokIndustries.com