

**TIRA SOFTWARE INC.**  
**Privacy Policy**

**CONSENT**

BY USING OUR SERVICES, YOU CONSENT TO (i) THE COLLECTION AND USE OF INFORMATION, (ii) THE INSTALLATION ON YOUR DEVICES BY US OR THIRD PARTIES OF THE SOFTWARE AND/OR COOKIES NOTED IN THIS PRIVACY POLICY AND OUR SERVICES AGREEMENTS, AND (iii) RECEIVING EMAIL AND OTHER COMMUNICATIONS, BY/FROM TIRA SOFTWARE INC. AND POSSIBLY THIRD PARTIES, IN ACCORDANCE WITH THIS PRIVACY POLICY, WHICH MAY BE CHANGED FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THIS PRIVACY POLICY, DO NOT USE OUR SERVICES.

IF WE DECIDE TO CHANGE OUR PRIVACY POLICY, WE WILL POST THOSE CHANGES ON TIRA SOFTWARE INC.'s WEBSITE SO THAT YOU ARE AWARE OF WHAT INFORMATION WE COLLECT, HOW WE USE IT AND UNDER WHAT CIRCUMSTANCES WE DISCLOSE IT.

NOTWITHSTANDING THE OTHER PROVISIONS OF THIS POLICY, (i) TIRA SOFTWARE INC. RESERVES THE RIGHT TO DISCLOSE ALL INFORMATION, INCLUDING PERSONAL INFORMATION, TO REGULATORY AUTHORITIES, LAW ENFORCEMENT AGENCIES OR AS REQUIRED BY APPLICABLE LAW, AND (ii) TIRA SOFTWARE INC. MAY ALSO USE YOUR INFORMATION, INCLUDING PERSONAL INFORMATION, AS PERMITTED BY LAW TO ENFORCE OUR RIGHTS AND TO PROTECT: OUR RIGHTS OR PROPERTY, OUR WEBSITES, OR OUR USERS AND OTHER CLIENTS.

Because TIRA Software Inc. ("TIRA", "we", "us" and/or "our") gather certain types of information about our customers ("users", "You" and "Your"), we feel you should understand the terms and conditions surrounding the capture and use of that information. This Privacy Policy discloses what information we gather and how we use it.

Our Privacy Policy applies to all of the services offered by us and our affiliates (such as our Athena Client Management Software™ services), but excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other enterprises or individuals, including products or sites that may be displayed to You in the use of our services and websites, or other websites linked from our services and websites. Our Privacy Policy does not cover the information practices of other companies and organizations who use our services, and who may use cookies, pixel tags and other technologies to serve and offer relevant content.

Please note that "including", the phrases "e.g." or "for example" and any derivatives of any of the foregoing mean "including, without limitation"; and the examples provided should not be considered to be all-inclusive or limiting.

**Information that We Gather and Track**

We gather all information that our users input in the course of ordering, registering and using our services, as well as in any correspondence with us, including for customer support purposes.

This includes all information that is required to order, register to use and pay for our services, and all optional, voluntary submissions that You input into our websites and into our services.

We also gather information derived from Your use of our services and visits to our website(s). This includes log data, Your IP address and similar information that is generated when You use our services and/or our software programs, and includes from where and when you log into our services, what devices You use to access our services, when You enter or leave our website(s), where you go on our website(s) what aspects You use of our services, who You interact within our user community, e-mails and e-mail logs, live chat logs, passwords etc. This information can be linked by us to the individual user.

## **Cookies**

We may place a text file called a "cookie" in the browser files of your computer or other device. The cookie itself does not contain personal information, although it will enable us to relate your use of our website(s) and services to information that you have specifically and knowingly provided. But the only personal information a cookie can contain is information that You yourself supply. We use cookies to track user traffic patterns (as described above).

You can refuse cookies by turning them off in your browser. If You have set your browser to warn You before accepting cookies, You will receive the warning message with each cookie. You do not need to have cookies turned on to view the public parts of our website(s), however You do need cookies to use our services.

## **Accessibility of Your Information**

You have control over, and You are responsible for, which individuals use the Athena Client Management Software™ services. This is done when you acquire our services and by specific actions that You take from time to time when using our services.

## **Our Use of the Information**

We do not sell Your personal information to third parties.

Unless we have received explicit consent from You to divulge personal information to a third party, we will not disclose personal information about an individual user or You except as reasonably necessary to provide the services that You ordered and/or registered for, or as noted in this Privacy Policy.

However, information we collect from you and the individual users may be transferred to a third party, during the course, or as a result, of a sale, acquisition, merger, financing, insolvency or bankruptcy involving us. In addition we may provide such information to our suppliers providing us with goods and services related to providing You our services (e.g. our cloud service provider(s) and third party software maintenance service providers).

We reserve the right to send out notices and information, including third party notices and information, that we think will be of interest to our users, and Your use of our services constitutes your consent to receiving these communications. You can opt out of receiving

these communications by going to the unsubscribe link embedded in the communication and following the procedure described there.

We use the information that You provide to us and that we gather to provide our services including billing and support, to tailor materials to suit your needs, and to help our clients better understand our users demographics.

### **Protection of the Information**

We have implemented commercially available security measures to secure Your information, and we use reputable cloud service providers to provide the Athena Client Management Software™ services including data storage related to our services. But because our services are web based and are accessible by mobile devices, we cannot guarantee that any information you submit to us will be free from unauthorized intrusion that could result in being accessed, disclosed, altered or destroyed. We also cannot guarantee that other technical issues, including software coding errors, may not result in an inadvertent disclosure, alteration or destruction of Your information.

You control your own password, and should ensure that it is secure and strong. Also remember that Your communications with us using e-mail, IM and similar means are not encrypted, and thus potentially vulnerable. Please ensure that You have appropriate back up for all Your information.

As a result, we shall not be responsible or liable for any loss of privacy, disclosure of information, harm, damage or loss that may result from unauthorized access to or disclosure of any information that You have provided to us or transmitted through or to our services. Please also refer to the applicable agreement for the service you are using regarding further limitations in respect of our liability.

### **Linking to Other Sites**

Please note that other websites that are linked to our website(s) either on this website or on the other website may have different privacy policies and practices; please review the privacy policy notices on those websites and for further details about how they handle personal information.

We are not responsible or liable for such parties' use of Your information.

### **Data Retention**

We may retain the information that You provide and the information we collect in connection with our websites and our services indefinitely. However if You notify us in accordance with our applicable User Agreement that you no longer want to use a service, or we terminate Your use of our service(s), we will deactivate your profile and related information so that it is no longer readily available to others or to You.

Within a reasonable period of time after a termination, we will not use Your personal information except as reasonably necessary for us to enforce this Privacy Policy and/or our User Agreement, to comply with obligations imposed upon us by law or regulation, or to resolve any disputes between You and others. We will, however, continue to use the

information derived from Your use of our services and visits to our website(s) as noted in this Privacy Policy.

### **Modification to this Privacy Policy**

TIRA may modify this Privacy Policy at any time in its sole discretion. If we make a material change to this Privacy Policy, we will post notice of such change on our website(s).

If any modification or change is unacceptable to You, You agree that Your only recourse is to terminate Your use of our service(s).

Your continued use of a service following our posting of a change and/or a modified or new privacy policy on our website(s) will constitute Your binding acceptance of same and You agree that all use by You will be subject to the terms and conditions of the modified or new Privacy Policy, which shall apply until we post a modified or new Privacy Policy.

### **Your Obligations**

Your use of our services is subject to the agreement, and related policies and guidelines applicable to the service that you have ordered and/or registered for. In this regard You are required to respect the privacy and property rights of the other users of our services and TIRA, and failure to do so may result in us suspending or terminating Your use of our services in our sole discretion.

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