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1. General conditions

- 1.1. This Privacy Policy ("Policy") outlines the personal information that Innetra PC ("Innetra", "we", "us" or "our") gathers, how we use that personal information, and the options you have to access, correct, or delete such personal information.
- 1.2. We keep your personal information private. We don't sell or rent it to anyone. We don't share or otherwise disclose it except as necessary to provide our Services or as otherwise described in this Policy without first providing you with notice and the opportunity to consent.

2. Policy Application

- 2.1. This Policy applies to Innetra's collection, use, and disclosure of the personal information of the following categories of data subjects:
 - 2.1.1. Attendees: Those who visit our offices or provide their information to Innetra or Innetra representatives when they attend or register to attend Innetra-sponsored events or other events at which Innetra (and/or its representatives) participates, as well as those who participate in Innetra's studies such as user experience research.
 - 2.1.2. Website Visitors: those who visit our Websites, including those who may opt to provide an email address or other contact information to receive communications from Innetra, fill out a survey, or provide feedback. For the purposes of this Policy, "Websites" refer collectively to Innetra.com as well as any other websites Innetra operates on its own behalf and that link to this Policy. For clarity, "Websites" does not include any sites owned or operated by our Customers.
 - 2.1.3. Customers: Individuals or entities who enter into a subscription agreement with Innetra (or its authorized partner) and to whom Innetra provides Services pursuant to such agreement. For purposes of this Policy, "Services" shall refer to all of the solutions offered, marketed, or sold by Innetra or its authorized partners that are designed to host or increase the performance, security, and availability of Internet properties, applications, devices, and networks, along with any software, software development kits, and application programming interfaces ("APIs") made available in connection with the foregoing.
 - 2.1.4. Administrators: Those with login credentials for an Innetra account and/or those who administer any of the Services for a Customer. In some cases, an Administrator and Customer may be the same individual. In other cases, an Administrator may be an agent acting on behalf of a Customer.
 - 2.1.5. End Users: Those who access or use our Customers' domains, networks, websites, application programming interfaces, and applications, or are authorized Innetra for Teams users, such as our Customers' employees, agents, or contractors.
- 2.2. This Policy also does not apply to our Customers' domains, websites, APIs, applications, and networks, which may have their own terms and privacy policies. Our Customers are solely responsible for establishing policies for and ensuring compliance with all applicable laws and regulations, including those relating to the collection of personal information, in connection with the use of our Services by End Users with whom our Customers interact.
- 2.3. Innetra's Websites and Services are not intended for, nor designed to attract, individuals under the age of eighteen. Innetra does not knowingly collect personal information from any person under the age of eighteen.
- 2.4. When Innetra is a reverse proxy, our IP addresses may appear in WHOIS and DNS records for websites using our Services. We are a conduit for information controlled by others. It is our Customers and their users who are responsible for the content transmitted across our network (e.g., images, written content, graphics, etc.).



3. Information we collect (Categories of Data Subjects)

3.1. Attendees

- 3.1.1. Name, email address, and other contact information: We may ask for and collect personal information such as your name, address, phone number, and email address when you visit our offices, register for, or attend a sponsored event or other events at which Innetra (and/or its representatives) participates, or participate in Innetra's studies such as user experience research.
- 3.1.2. Image and voice: When you visit our offices, we may ask for your permission to record your voice and/or image during your visit.

3.2. Website Visitors

- 3.2.1. Name, email address, and other contact information: We ask for and — at your option — to collect personal information from you when you submit web forms on our Websites, including opportunities to sign up for and agree to receive email communications from us. We also may ask you to submit such personal information if you choose to use interactive features of the Websites, including participation in surveys, contests, promotions, sweepstakes, or studies, requesting customer support, submitting feedback, or otherwise communicating with us. We will send such communications in accordance with applicable law.
- 3.2.2. Log files: Just as when you visit and interact with most websites and services delivered via the Internet, when you visit our Websites, we gather certain information and store it in log files. This information may include but is not limited to Internet Protocol (IP) addresses, system configuration information, URLs of referring pages, and locale and language preferences.
- 3.2.3. Cookies and other tracking technologies: We may use cookies and other information-gathering technologies for a variety of purposes, such as providing us with information about how you interact with our Websites and assisting us in our marketing efforts. You can control how websites use cookies by configuring your browser's privacy settings. Note that if you disable cookies entirely, Innetra's Websites may not function properly. We may also use cookies and similar technologies to provide you advertising on third-party sites based upon your browsing activities and interests. If you wish not to have this information used for the purpose of serving you interest-based ads, you may opt-out by clicking [here](#) (or if located in the European Union, the United Kingdom, or Switzerland, click [here](#)). For more information about the cookies Innetra uses and your privacy choices, please see our Cookie Policy.
- 3.2.4. Material contributed in Interactive Areas: The Websites may offer publicly accessible blogs, community forums, comments sections, discussion forums, or other interactive features ("Interactive Areas"). If you choose to participate in any of these Interactive Areas, please be aware that any information that you post in an Interactive Area might be read, collected, and used by others who access it. If you wish to remove your personal information from any of our Interactive Areas, please see the Section 8, below.

3.3. Customers and Administrators

- 3.3.1. Customer Account Information: When you register for an account, we collect contact information. Depending on subscription level, this contact information may include your Customer name, the email address(es) of your account Administrator(s), telephone number, and addresses necessary to process payment and delivery of Services. In addition, when you use the Services, we collect information about how you configure your account and the Services, and we maintain logs of Administrator activity. We refer to all of this information collectively as "Customer Account Information" for the purposes of this Policy. Customer Account Information is required to enable your access to your Innetra account and Services. By providing us with any



personal information, you represent that you are the owner of such personal information or otherwise have the requisite consent to provide it to us.

- 3.3.2. **Payment information:** We do not require our Customers to have payment information on file with us unless they have a paid subscription to our Services. When you sign up for one of our paid Services, you must provide payment and billing information. The information you will need to submit depends on which payment method you choose. For example, if you pay with a credit card, we will collect your card information and billing address, although we do not store full credit card numbers or personal account numbers.

3.4. End Users

- 3.4.1. **Log Data:** Innetra processes End Users' information on behalf of our Customers. This information is processed when End Users access or use our Customers' domains, websites, APIs, applications, devices, endpoints, and networks that use one or more of our Services. Innetra also processes End Users' information on behalf of our Customers when the End Users access our Services pursuant to our Customers' authorization. The information processed may include but is not limited to IP addresses, system configuration information, and other information about traffic to and from Customers' websites, devices, applications, and/or networks (collectively, "Log Data").

- 3.5. In addition, Innetra stores server and network activity data, and observations and analyses derived from traffic data collected by Innetra in the course of providing the Services (together, "Operational Metrics"). Examples of Operational Metrics include service uptime and service availability metrics, request volumes, error rates, cache rates, and IP threat scores.

4. How we use the information we collect

- 4.1. Innetra only processes personal information in a way that is compatible with and relevant to the purpose for which it was collected or authorized. As a general matter, for all categories of data described in Section 3 above, we may use the information (including personal information, to the extent applicable) to:
 - 4.1.1. Provide, operate, maintain, improve, and promote the Websites and Services for all users of the Websites and Services;
 - 4.1.2. Enable you to access and use the Websites and Services;
 - 4.1.3. Process and complete transactions, and send you related information, including purchase confirmations and invoices;
 - 4.1.4. Send transactional messages, including responses to your comments, questions, and requests; provide customer service and support; and send you technical notices, updates, security alerts, and support and administrative messages;
 - 4.1.5. Send commercial communications, in accordance with your communication preferences, such as providing you with information about products and services, features, surveys, newsletters, offers, promotions, contests, and events about us and our partners; and send other news or information about us and our partners. See Section 9 below for information on managing your communication preferences.
 - 4.1.6. Process and deliver contest or sweepstakes entries and rewards;
 - 4.1.7. Monitor and analyze trends, usage, and activities in connection with the Websites and Services and for marketing or advertising purposes;
 - 4.1.8. Comply with legal obligations as well as to investigate and prevent fraudulent transactions, unauthorized access to the Services, and other illegal activities;



- 4.1.9. Personalize the Websites and Services, including by providing features or content that match your interests and preferences;
 - 4.1.10. To register visitors to our offices and to manage non-disclosure agreements that visitors may be required to sign, to the extent such processing is necessary for our legitimate interest in protecting our offices and our confidential information against unauthorized access; and
 - 4.1.11. Process for other purposes for which we obtain your consent.
- 4.2. Log Data from End Users. We use and process the Log Data from End Users to fulfill our obligations under our Customer agreements and as may be required by law. We act as a data processor and service provider pursuant to data processing instructions by our Customers.
- 4.3. Information from Third-Party Services. We may combine information we collect as described in Section 3 above with personal information we obtain from third parties. For example, we may combine information entered on an Innetra sales submission form with information we receive from a third-party sales intelligence platform vendor to enhance our ability to market our Services to Customers or potential Customers.
- 4.4. Innetra may aggregate data we acquire about our Customers, Administrators, and End Users, including the Log Data, described above. For example, we may assemble data to determine how Web crawlers index the Internet and whether they are engaged in malicious activity or to compile web traffic reports and statistics. Non-personally identifiable, aggregated data may be shared with third parties.

5. Notice to UK and EU residents

- 5.1. Please note that the "personal information" referenced in this Privacy Policy means "personal data" as that term is defined under the European Union ("EU") General Data Protection Regulations ("GDPR") and its United Kingdom ("UK") GDPR counterpart. Innetra is a data controller for the Personal Data collected from all categories of data subjects listed above except for the Personal Data of End Users. Innetra processes the Personal Data of End Users on behalf of its Customers.
- 5.2. If you are an individual from the European Economic Area (the "EEA"), the UK or Switzerland, please note that our legal basis for collecting and using your personal information will depend on the personal information collected and the specific context in which we collect it. We normally will collect personal information from you only where:
- 5.2.1. we have your consent to do so,
 - 5.2.2. where we need your personal information to perform a contract with you (e.g., to deliver the Innetra Services you have requested),
 - 5.2.3. where the processing is in our legitimate interests.
- 5.3. Please note that in most cases, if you do not provide the requested information, Innetra will not be able to provide the requested service to you.
- 5.4. In some cases, we may also have a legal obligation to collect personal information from you, or may otherwise need the personal information to protect your vital interests or those of another person. Where we rely on your consent to process your personal data, you have the right to withdraw or decline consent at any time. Where we rely on our legitimate interests to process your personal data, you have the right to object.



6. Information sharing

- 6.1. We work with other companies who help us run our business ("Service Providers"). These companies provide services to help us deliver customer support, process credit card payments, manage and contact our existing Customers and Administrators as well as sales leads, provide marketing support, and otherwise operate and improve our Services. These Service Providers may only process personal information pursuant to our instructions and in compliance both with this Privacy Policy and other applicable confidentiality and security measures and regulations, including our obligations under the EU-US and Swiss-US Privacy Shield frameworks described in Section 7, below.
- 6.2. Specifically, we do not permit our Service Providers to sell any personal information we share with them or to use any personal information we share with them for their own marketing purposes or for any purpose other than in connection with the services they provide to us.
- 6.3. In addition to sharing with Service Providers as described above, we also may share your information with others in the following circumstances:
 - 6.3.1. Within the Innetra Group (defined for the purposes of this Policy as Innetra PC (United Kingdom));
 - 6.3.2. With our resellers and other sales partners who may help us distribute the Services to Customers;
 - 6.3.3. In the event of a merger, sale, change in control, or reorganization of all or part of our business;
 - 6.3.4. When we are required to disclose personal information to respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims;
 - 6.3.5. Where we have a good-faith belief, sharing is necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or violations of our Terms of Service and/or Acceptable Use Policy; or as otherwise required to comply with our legal obligations.

7. International information transfers

- 7.1. Innetra is a UK-based, global company. We primarily store your information in the European Economic Area. To facilitate our global operations, we may transfer and access such information from around the world, including from other countries in which the Innetra has operations for the purposes described in this Policy.
- 7.2. Whenever Innetra shares personal information originating in the EEA, the UK, or Switzerland with an Innetra entity outside the EEA, the UK, or Switzerland, we will do so on the basis of the EU standard contractual clauses (adjusted to address transfers from the UK).
- 7.3. If you are accessing or using our Websites or Services or otherwise providing information to us, we may transfer your personal information outside of the EEA, the UK, or Switzerland, ensuring appropriate safeguards are in place to protect your personal information.

8. Data subject rights and choices

- 8.1. For any Subject Access Request ("SAR"), we will need to verify a requestor is inquiring about their own information before we can assist. Where a SAR may implicate the personal data of another individual, we must balance the request against the risk of violating another person's privacy rights.
- 8.2. Attendees, Website Visitors, Customers, Administrators. You have the right to access, correct, update, export, or delete your personal information. You may contact us in a ticket with any such subject access requests ("SAR"). Customers and Administrators also can access, correct, export, or update their Account Information by editing their profile or organization record at Innetra.com.



- 8.3. End Users. Innetra has no direct relationship with End Users. Even where "Innetra" may be indicated as the authoritative name server for a domain, unless Innetra is the owner of that domain, we have no control over a domain's content. Accordingly, we rely upon our Customers to comply with the underlying legal requirements for subject access requests. If an End User requests that we access, correct, update, or delete their information, or no longer wishes to be contacted by one of our Customers that use our Services, we will direct that End User to contact the Customer website(s) with which they interacted directly. Our Customers are solely responsible for ensuring compliance with all applicable laws and regulations with respect to their website users.

9. Other conditions

- 9.1. Innetra will send you commercial communications based on the communication preferences in your account settings. Innetra also will send you service-related communications. You may manage your receipt of commercial communications by clicking on the "unsubscribe" link located on the bottom of such emails through your account settings if you have an Innetra account.
- 9.2. We take all reasonable steps to protect information we receive from you from loss, misuse, or unauthorized access, disclosure, alteration and/or destruction. We have put in place appropriate physical, technical, and administrative measures to safeguard and secure your information, and we make use of privacy-enhancing technologies such as encryption.
- 9.3. Non-English translations of this Policy are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and controls.
- 9.4. The remaining portion of this page is intentionally left blank. Any considerations listed below are invalid and have no enforceable meaning to this Policy.