

AGO PRIVACY POLICY

Website Visitors / Clients / Prospects

Effective Date: January, 2025

Your Personal Information is important to AGO (hereinafter referred to as "AGO", "we" or "our"). This Privacy Policy ("Privacy Policy") explains how we use, collect, disclose, transfer and store the personal information (individually and collectively, in whole and in part now referred to for convenience in this Privacy Policy as "Personal Information", "Personal Data" or "PI") we collect from our website www.useago.com (the "Website" or the "Site"), subscription to our newsletter, emails, DSP Dashboard. This Privacy policy does not describe AGO's data processing relating to information AGO collects through its AI customer support services

AGO is a data controller for the processing of its Customers and Prospects Personal Data; (These individuals, including you, are sometimes now individually and collectively referred to for convenience in this Privacy Policy as "**you**", or "**your**"). This Privacy Policy is intended to cover both cases.

PLEASE READ THIS PRIVACY POLICY CAREFULLY.

Our General Contact Information. If you have any questions or comments about this Privacy Policy, the ways in which AGO collects and uses your PI described in this Privacy Policy, your choices and rights regarding such use, or wish to exercise your rights this Privacy Policy, please do not hesitate to contact us at:

Website: www.useago.com

Email: dpo@useago.com

Postal Address:

AGO SASU

Attn: Legal Department

75 Avenue Simon Bolivar, 75019 Paris, France

Our Privacy Policy is organized as follows:

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1. Categories and Specific Types of Personal Information.

“**Personal Information**” is information we collect that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to a particular User, household, or device. Please keep your PI accurate at all times.

AGO may collect:

- name, surname, phone number, email address and other similar contact information
- any additional information you choose to share on the Site
- payment information and invoices
- feedbacks, testimonials, inquiries, emails
- data relating to the management of our business relationship and invoices
- connection data (login, credentials) and information related to your interaction with our Website
- IP address

Personal Information does not include:

- Publicly available information from government records;
- Deidentified or aggregated User information; and,
- Information excluded from CCPA’s scope including but not limited to: HIPPA, clinical trial data, and the Fair Credit Reporting Act.

2. How AGO Collects Personal Information.

AGO only collects Personal Information in compliance with this Privacy Policy.

Regarding AGO’s Customers or Prospects or Website visitors, AGO collects information about you from:

- your use of the Website;
- your subscription to AGO’s Newsletter;
- email’s you send to AGO;

We use cookies and related technologies to collect information about your use to access and interact with the Site, and our business partners’ Sites. You can read more about cookies and other technologies in the Cookies and Related Technologies **Section 9** below.

The social media platforms, Communities, or other methods of communication you use to interact with AGO or the Site, may have their own specific privacy statements or policies that govern the use of Personal Information related to that platform or app. You should find and **CAREFULLY READ** those privacy statements and policies, as **OUR PRIVACY POLICY DOES NOT APPLY TO THOSE PLATFORMS OR APPS.**

We may receive additional Personal Information from third parties. This may include, but isn't limited to Google and/or others. We may use this Personal Information to enhance other information we have about you to help us better understand them, and to otherwise enhance the Site, and/or the Services.

3. How AGO Uses Personal Information.

3.1. We will only use your Personal Information if we have a lawful basis to do so. The legal basis for the processing of Personal Information by AGO relies:

- regarding AGO's Customers, on the agreement entered into between the Customer and AGO, on legitimate interest or on consent;
- regarding Prospects or Web visitors, either on the legitimate interest or on consent;

3.2. AGO uses your Personal Information that it collects and/or is provided to:

- manage our customer relationship;
- evaluate and improve the Website and the Services;
- respond to the request or inquiry submitted to us through the contact form or other entry field, to initiate business or perform a contract;
- our own marketing purposes;
- Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity;
- Debugging to identify and repair errors that impair existing intended functionality;
- Performing services on behalf of a business or service provider with whom we have a relationship including but not limited to, maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying your information, processing payments, providing financing, providing advertising or marketing services, providing analytic services, or providing similar services on behalf of the business or service provider;
- Undertaking internal research for technological development and demonstration;
- Manage and develop our business and operations;
- Communicate and provide additional information that may be of interest to you about AGO and our merchants and business partners, such as newsletters, special offers, curated content, and announcements;
- Send you reminders, technical notices, updates, security alerts and support, administrative messages, service bulletins and marketing information;
- Provide advertisements to you through the Site, email messages, text messages, apps, phone calls, and other methods of communication;
- Administer surveys and promotional activities or events sponsored by us or our partners;
- Add to our contact database;
- Manage our everyday business needs, such as Site administration, forum management, fulfillment, analytics, enforcement of our corporate reporting obligations, our Terms of Use, or to comply with the law.

4. How AGO Shares Your Personal Information.

We will not sell your Personal Information to a third party or allow a third party to use the Personal Information we provide for its own marketing purposes. We may disclose your PI to a third party for a **Business Purpose**. A “Business Purpose” is defined as the use of PI for the business’s or a service provider’s operational purposes, or other notified purposes, provided that the use of PI is reasonably necessary and proportionate to achieve the operational purpose for which the PI was collected or processed, or for another operational purpose that is compatible with the context in which the PI was collected. When we disclose PI for a business purpose, we enter into a writing agreement with that third party that describes the purpose and requires the recipient to both keep that PI confidential, and not use it for any purpose except performing the contract.

We may share information about you with your consent, at your request, or routinely as follows with:

- **Affiliated companies** (such as our subsidiaries and other companies owned and/or controlled by or affiliated with, AGO) who may only use the Personal Information for the purposes described in Section 3 above;
- **Third party services providers** whom we may rely on to run or help us to run surveys and promotional activities. In some situations, they provide services relating, but not limited to fraud detection and prevention, billing, customer support, internet and connectivity, marketing (through direct mail, email, lead generation, etc.), event organizing, security, and user experience. AGO has data processing agreements with such service providers limiting their use of and access to Personal Information to specific purposes;
- **Authorized members of personnel** (employees or freelancers of AGO) when justified by their activity and subject to a writing agreement. Such employees and freelancers are required to respect the confidentiality of your information;
- Effect or evaluate a merger, acquisition, or otherwise to support the sale or transfer of some or all of our business assets;
- To enforce our rights or protect our property;
- To protect the rights, property, or safety of others, investigate fraud, respond to a government request; or, as needed to support auditing, compliance, and corporate governance functions; and,
- To defend ourselves in litigation or a regulatory action and when required or advised to do so by law or our legal counsel in their representation of us. This includes but is not limited to, in response to a subpoena or similar legal proceedings, including to law enforcement agencies, regulators, and courts in the United States and other countries.

We encourage our third party merchants and business partners to adopt and post their own privacy policies, since they are NOT covered or governed by ours. So, **THE USE OF YOUR PERSONAL INFORMATION BY THIRD PARTIES YOU CAN ACCESS THROUGH THE SITE, OR WHO PROVIDE GOODS OR INFORMATION ON OR THROUGH THE SITE, IS GOVERNED BY THEIR PRIVACY POLICIES, AND IS NOT SUBJECT TO OURS.**

5. Disclosure of Personal Information for a Business Purpose.

In the preceding twelve (12) months, we have disclosed the following categories of PI for a business purpose:

- [CCPA Category A: Identifiers.]
- [CCPA Category D: Commercial information.]
- [CCPA Category F: Internet or other similar network activity.]
- [CCPA Category G: Geolocation data.]

In the preceding twelve (12) months, we have not sold PI for a business purpose.

6. Your Rights and Choices.

6.1. In Europe

Where applicable, you may ask to access, rectify, delete Your personal data, but also to limit the processing of personal data and, for legitimate reasons, oppose to the processing of your personal data.

Upon request, AGO will provide you with the personal data you provided to us and, if possible, will communicate this information directly to another data controller of your choice in a portable format when the processing is based on consent or contract in accordance with Your right to Data Portability.

You have the right, at any time, to lodge a complaint with a supervisory authority.

In case of any difficulty with the exercise of any of the rights here above mentioned, do not hesitate to email us at dpo@useago.com.

6.2. For California Resident

The CCPA provides California residents with specific rights regarding their Personal Information. This section describes your CCPA rights and explains how to exercise those rights.

6.2.1. You have the right to request that we disclose to You the following information about our use and collection of your PI (a “**Right to Know**”) over the past 12 months. To do so, please email us at dpo@useago.com.

Once we receive and have verified the request, we will disclose to you:

- The categories of PI we have collected about you, actively, passively, by observing your behavior, and inferences drawn from all this;
- The categories of sources from which the PI is collected;
- The purposes for collecting, disclosing, or selling your PI;
- The categories of third parties with whom we have sold and/or disclosed your PI;
- The specific pieces of PI that we have collected about you;
- The categories of PI that we disclosed about you for a “business purpose”, as well as the categories of third parties to whom your PI was disclosed, both by reference to the enumerated category or categories of PI that most closely describes the PI disclosed; and,

6.2.2. You have the right to request that we permanently delete, deidentify, or anonymously aggregate with the PI of others, all or parts of your PI (a “Right to Delete”). To do so, please email us at dpo@useago.com.

However, we can deny a Right to Delete request when the PI is needed to:

- Complete the transaction for which we collected the PI;
- Fulfill the terms of a written warranty or product recall conducted under applicable law;
- Provide goods or services you previously requested;
- Otherwise perform a contract between you and us;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for that activity;
- Debug and repair errors that impair Site functionality;
- Exercise a legal right, such as free speech rights;
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest;
- Enable internal uses reasonably aligned with your expectations based on your relationship with us;
- Comply with a legal obligation; or,
- Otherwise use your PI internally in a lawful manner that is compatible with the context in which you provided the PI.

We will inform the requester that we received the request within 10 days of our receipt, and how we will process the request. If we deny all or part of a Right to Delete request, we will respond to the requester the reasons for any denials not prohibited by law.

For all these requests:

You can write at dpo@useago.com.

We will maintain a record of all requests, and how they were responded to, for at least 24 months.

Please note that only two requests are allowed in any 12 months period. However, the categories of sources and purposes need not be specified for each category of PI identified.

6.2.3 Our Services are not directed to children under the age of sixteen (16) in the United States or children under the age of legal majority in jurisdictions outside the United States, nor do we market products or services to such children.

6.2.4 We do not charge a fee to process or respond to a verifiable request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell the requester why we made that decision and provide the requester with a cost estimate before completing the request.

6.2.5. We honor Do Not Track signals and do not track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

You can also manage the sharing of certain of your Personal Information with us when you connect with us through a social media platform or app, such as through Instagram, Twitter, Facebook, or LinkedIn. **Please refer to the privacy policies and settings of the social media platform or app to determine how you may adjust our permissions and manage the interactivity between AGO and that social media account.**

If you wish to Opt-Out of receiving offers directly from AGO's merchants or business partners, you can follow the Opt-Out instructions in the emails that they send you.

6.2.6. Identifying and Verifying the Requester.

To identify and verify the requester, we associate the information provided in the verifiable request to any of your PI previously collected by us. "Verify" means determination by us that the requester making a Right to Know request, Right to Delete request, Right to Opt-Out request, or Right to Opt-In request, is about your PI, is you, or someone properly authorized by you, or is your parent or legal guardian if you are less than 13 years of age.

We verify requests associating the information provided to us in the request to any of your PI we previously collected. We can't require that you notarize a request, but we can ask for the request to be a signed declaration under penalty of perjury, request the requester to identify goods or services you recently purchased, or the dollar amounts of those recent purchases.

How to Make Requests.

Only you, or someone legally authorized to act on your behalf, may make a verifiable request related to your PI. The request must provide sufficient information that allows us to properly understand, evaluate, and respond to it, as well as reasonably verify you are the person about whom we collected PI or an authorized representative of that person.

If you are a customer or a prospect your request should at a minimum include the following:

- Your full name
- the name of your company ; and,
- your ID.

If you are a visitor of our website, we will verify your identity by matching two or three data points that you provide with data points that we maintain and have determined to be reliable for the purposes of verification (e.g., browser and device ID).

You can also designate an authorized agent to make a request for you. To designate an authorized agent, you must:

- Give us the required information for your request and similar information about the authorized agent and a copy of the authorization

Requests to us can be made by :

- Emailing us at [dpo@useago.com];
- Visiting our Site page to make a request, at [www.useago.com];

If new PI of yours is obtained by us so we can verify the request, we will only use it for that verification and then delete it, unless the requester consents otherwise.

We cannot respond to your request or provide you with PI if we cannot verify your identity or authority to make the request, and confirm that the PI relates to you, within 45 days of our receipt of your request.

We will inform our employees responsible for handling your inquiries about our privacy practices and our compliance with the CCPA, of all requirements set out in the CCPA, how to effectuate those requirements, and how to direct Users to exercise their rights under the CCPA.

7. Request Response Timing and Format.

We endeavor to respond to verifiable requests (e.g., to disclose, delete, effectuate or Opt-In) within 30 days of our receipt of it. If we require more time, which can be up to an additional 30 days, we will within the initial 30 days inform the requester of the reason and length of the extension period in writing.

Any disclosures we provide will only cover the 12-month period preceding our receipt of the verifiable request. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

For all requests, we will select a format to provide your PI that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

8. Non-Discrimination.

We will not discriminate against You for exercising any of Your rights. We will not:

- Deny you Services;
- Charge you different prices or rates for Services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of Services; or,
- Suggest that you may receive a different price or rate for Services, or a different level or quality of Services.

9. Cookies and Related Technologies.

When users use the Site, we may collect certain information by automated or electronic means, using technologies such as cookies, pixel tags, clear gifs (also known as web beacons and web bugs), browser analysis tools, and web server logs. A “**clear gif**” is a nearly invisible, pixel-size graphic image on an app, website page, app or website-based document, or email. It helps us do things like view the URL of the page in which the clear gif appears, and the time our Site and the email in question is viewed. In emails, clear gifs help us confirm the receipt of and respond to our emails including but not limited to, those that users forward to friends and family, as well as to help us deliver a more personalized online experience.

As a user uses the Site, their browser and other devices, like certain types of phones and tablets, communicate with servers operated by us, our business partners and service providers, to coordinate and record the interactivity and fill their requests for Services and information.

The information from cookies and related technology is stored in web server logs and also in web cookies kept on the computers or other devices from which users access the Site. This information is then transmitted back to the Site by these devices. These servers are operated, and the cookies managed, by us, our business partners, or our service providers.

A "**cookie**" is a small amount of information that a web server sends to your browser. It stores information about your account, your preferences, and your use of the Site. Some cookies contain serial numbers that allow us to connect your Site activity with other information we store about you or as related to your interactions with the Site.

Some cookies are temporary, whereas others may be configured to last longer. "**Session**" cookies are temporary cookies used for various reasons, such as to manage page views. Browsers usually erase session cookies once the browser is exited. "**Persistent**" cookies are more permanent cookies that are stored on the computers or other devices people use even beyond when they exit their browser. We use persistent cookies for a number of purposes. These include but aren't limited to, retrieving certain information a User has previously provided (like their password, if they asked to be remembered), and storing that User's preferences, such as the types of Services in which they've told us they're interested.

"**Pixel tags**" are tiny graphic images placed on website pages or in our emails that allow us to determine whether a User has performed certain specific actions. When that User accesses these pages or opens our email messages, the pixel tags generate a notice of that action to us and/or our service providers. These tools allow us to measure response to our communications and improve our web pages and promotions.

We collect many different types of information from the devices a user uses to access the Site, using these cookies and other technologies. Some examples of this information are the user's operating system type, browser type, domain and other system settings, the language the User's system uses, and the country and time zone of that device. Browsers routinely send these types of information to web servers. Our server logs also record the Internet Protocol ("**IP**") addresses of the devices a User uses to interact with the Site. An "**IP address**" is a unique identifier that devices use to identify and communicate with each other online. We may also collect information about the website or app a User was visiting before they came to the Site, and the app or website they visit after they leave the Site, if this information is supplied to us by the User's browser.

9.1 Strictly necessary cookies

This category of cookies is necessary to enable you to move around the Website and use its features, such as accessing secure areas of the Website.

You may deactivate these cookies using your browser settings (e.g. for web browsers: Chrome, Safari and Firefox; and for mobile platforms: iOS, Android and Windows Phone). AGO informs you that their deactivation may lead to a drop in performance of the Website.

9.2 Functionality cookies

This category of cookies allows AGO to remember the choices you have made while visiting the Website such as, where applicable, your user name, passwords and other preferences.

9.3. Performance cookies

This category of cookies only collects information about the use of the Website for the benefit of AGO in order to manage the performance and design of the Website.

We use the services of Google Analytics to help us analyze the use made of The website. The information generated by the cookies concerns the use of the Website, in particular your IP address. This data is used by Google on behalf of AGO in order to evaluate your use of the Website and to compile reports on the Website activity. You may refuse the use of cookies by selecting the appropriate settings on your browser. If you'd like more information on how to remove yourself from the tracking and reporting functions performed for or by the Site by Google, please access the Opt-Out request form by clicking [Here](#).

Users can also **RID THEIR DEVICES OF COOKIES** by blocking or deleting them. This is often done by adjusting their browser's privacy and security settings. How to do this depends on the type of browser being used. Browsers are different, so refer to instructions related to your browser to learn about cookie-related and other privacy and security settings that may be available. You might also find information about this by clicking your browser's "Help" tab, or by contacting them. One can also try typing something like "deleting cookies" and your browser type into an internet search engine.

10. Security of Personal Information.

AGO has implemented an information security program that contains administrative, technical, and physical controls designed to reasonably safeguard Personal Information. For example, we use industry-standard encryption technology to secure PI when it is being transmitted over the Internet. We also use industry-standard security strategies for password encryption, security certification, periodic vulnerability testing, and periodic service, database, and server security scanning and vulnerability patching. Despite our security program and procedures, you acknowledge and understand that **WE CAN'T GUARANTEE** that any person or company will be prevented from obtaining your PI, or any other information including but not limited to, through unauthorized means such as cyberattacks or hacking.

11. Personal Information Retention

We keep your Personal Information for as long as reasonably necessary for the purposes set out in our notices (as defined in Section 3 above).

11.1. Regarding AGO's Customers, AGO will use and retain your Personal Information for a period of time not exceeding the greater of:

- where applicable, the duration of your account;
- the duration of the processing of your requests;
- the duration of the advertising campaigns;
- the applicable duration of statute of limitations.

11.2 Regarding Prospects, the data collected on the Website are deleted 3 years after the last contact from the prospect or 3 years after their collection.

12. Privacy Practices of Third Parties.

Website and apps that may be accessible through links from the Site may have their own privacy statements and information collection, use, protection, and/or disclosure practices. **WE ARE NOT**

RESPONSIBLE and do not monitor the internet or other practices of any third parties. Our affiliates, business partners, merchants or service providers may have their own privacy policies too. We encourage you to **READ CAREFULLY** and be familiar with the privacy policies provided by these other parties prior to providing them with any information or taking advantage of any of their offers or promotions. **AGO IS NOT RESPONSIBLE** for the privacy or security of any information you provide to these third parties.

13. Communities.

The Site may contain or be linked to online or other communities, social media platforms, and other areas where you may be able to publicly post and otherwise share information, interact, network, make comments and communicate with others, such as but not limited to, Instagram, LinkedIn, Twitter, Facebook, discussion boards, chat rooms, and blogs, where you can among other things market your services, submit and view media content, and seek advice (individually and collectively “**Communities**”). All the information you post will be accessible to anyone with Internet and/or mobile access, and any Personal Information you include in your posting may be read, collected, and used by others. **YOU SHOULD ALWAYS BE VERY CAREFUL ABOUT PUBLICLY POSTING YOUR PERSONAL INFORMATION. YOU SHOULD ALSO REFER TO THE PRIVACY POLICIES OF EACH SOCIAL MEDIA PLATFORM YOU USE AND ON WHICH YOU HAVE AN ACCOUNT OR CHANNEL, TO SEE HOW THEY DEAL WITH PERSONAL AND OTHER INFORMATION. PLEASE REMEMBER THAT AGO IS NOT RESPONSIBLE FOR THE PRIVACY OR SECURITY OF ANY INFORMATION YOU PROVIDE TO THESE THIRD PARTIES.**

If you have questions about Personal Information posted in our Communities, please contact dpo@uesago.com.

14. Changes to this Privacy Policy.

From time to time, we may update this Privacy Policy at our discretion to clarify our practices, or to reflect new or different privacy practices, such as when we add new features to the Site or other sites or apps, or to comply with current laws and regulations. If we make any changes, we will post a “Updated on” date under the Effective Date” at the top left of this Privacy Policy. We encourage you to periodically review this Privacy Policy for the latest information about our privacy practices.

Your continued use of the Site after we publish and/or send a notice about our changes to this Privacy Policy constitutes your acceptance of the updated Privacy Policy.

15. International Transfer

Personal Information we collect may be transferred to, used, and stored in EEA, United States or other jurisdictions in which AGO, our affiliates, or service providers are located; these locations may not guarantee the same level of protection of Personal Information as the one in which you live. By providing us with your Personal Information, you agree to such transfer and/or processing. AGO assesses the circumstances involving all cross-border data transfers and has suitable safeguards in place to require that your Personal Information will remain protected in accordance with this notice.

AGO SA is headquartered in France, with affiliate in the United States. AGO has implemented the European Commission's Standard Contractual Clauses for transfers of Personal Information between our affiliated companies, which require all of our affiliates to protect Personal Information they process from the EEA in accordance with European Union data protection law. We have implemented similar appropriate safeguards where legally required with our third party service providers and partners; details can be provided upon request.