

PVITL.COM / PVITL SERVICE PRIVACY POLICY

Last Modified: June 23, 2023

1. POLICY STATEMENT

Ardian Group, Inc. and its subsidiaries and affiliates (collectively “us,” “we,” “our,” or “Ardian”) operate the www.pvttl.com website (“Website”), and PVITL cloud-based service and PVITL® Mobile Applications (collectively, the “Service”). The Service provides, among other things, registration, data, and logistical management for events and conferences. The privacy and protection of your information is of utmost importance to us and is central to our business mission. Your confidence in our privacy practices is paramount. Therefore, this Privacy Policy informs you of our policies regarding the collection, use, disclosure, and maintenance (“Handling”, “Handled”, “Handle”) of personally identifiable information and/or Sensitive Personally Identifiable Information (such as, for example, health, medical, religious, or political information; collectively “SPII”) (collectively, “Information”) when you use the Website or when you use the Service as a Client or an authorized user (e.g. as an employee of a Client).

Please note that we are not responsible for the privacy or data security practices of our Clients, which may differ from those set forth in this Privacy Policy.

When you visit our Website and/or subscribe as a Client to the Service, all of the information provided to us is kept strictly private, including names, addresses, and contact information except as set forth in this Privacy Policy or as we believe necessary or advisable to comply with legal obligations and rights. All third-party information collected by a Client’s use of the Service is controlled by the Client, not by Ardian. We do not use or distribute Information collected by a Client, and this Privacy Policy does not apply to a Client’s use of such Information.

- We do NOT rent or sell lists of Information of any type, except as described in this Privacy Policy.
- We do NOT use Information collected for solicitations unrelated to the Service except upon your request or approval.
- Clients and Client Administrators may receive communications about the features and services added to the Service, the PVITL Website, or related products and services.

By subscribing to the Service, you agree to the Handling of Information in accordance with this Privacy Policy. Unless otherwise defined in this Privacy Policy, terms used herein have the same meanings as in our Terms of Use, accessible at www.pvttl.com. By submitting Information, you expressly and voluntarily accept the terms and conditions of this Privacy Policy and the Terms of Use on behalf of yourself and your employer, organization, or other party with whom you are affiliated for the purposes of your use of this Website and/or the Service. You have the right to withdraw your consent to our collection and use of your Information by closing your account, but such withdrawal of consent will be prospective only.

To the extent that a court of competent jurisdiction holds that there is an unresolvable contradiction between this Privacy Policy and any contract or agreement entered into between Ardian and Client, the agreement between the Ardian and Client will control.

2. PRIVACY BY DESIGN

The Service uses commercially reasonable technical and organizational measures intended to meet the requirements of applicable privacy laws, regulations, and guidelines to protect the rights of an individual’s Information.

3. SERVICE INFORMATION COLLECTION AND USE

While using our Service, we ask the Client to provide us with certain Information that can and will be used to contact or identify the Client and for billing and other administrative purposes. Information may include, but is not limited to, name, address, email address, photograph, phone number, credit or debit card information, employee identification number, and the like.

We collect this Information for the purpose of providing the Service to the Client, identifying you, communicating with you, responding to your requests/inquiries or the requests of our Client, servicing your purchase orders or subscriptions, improving our Service, and developing new services.

The Service uses a hierarchal structure that allows differentiated Handling based on user type and can be customized by the Client.

A. Definition of Types of Users

We have different types of users (“Users”) for our Service. The type of user you are will determine the collection and use policies of your Information.

1. **Client / Client Administrator.** The first user type is an individual or entity that subscribes to the Service (a “Client”) and its designated administrators (“Client Administrator(s)”) that uses our Service to Handle Information from their Individual Users, communicate with Users and Registrants, and potentially create events for Users and Registrants to attend.
2. **Individual User.** An Individual User is a person that signs up and maintains their information on the Service at the request of a Client and/or Client Administrator. Individual Users agree to provide necessary information as specified by a Client and/or Client Administrator.
3. **Registrant.** Registrants are users providing information to Clients using the Service, such as registration for an event.

B. Ownership of User Information

In using our Service, the Client Handles all Information about Users. As between Client and Ardian, Client solely owns and controls all Information that is collected and maintained through Client’s use of our Service, and we have no rights to sell or use the Information provided except to operate and provide the Service. The Client is solely responsible for Information collected (collectively “User Data”). Ardian maintains the secure storage of all User Data and will not share, rent, or sell the Information collected to any third party, except as described in this Privacy Policy.

Users must review the Client’s own privacy policy, and by using the Service, agree to the terms of the privacy policy implemented by the Client. If Users want to find out how the Client will be using their information, the User should review the Client’s privacy policy or contact the Client directly.

Ardian requires that each Client abide by all laws, rules, and regulations applicable in the jurisdiction in which they or their Users reside. Clients are requested to prominently post their privacy policy to be encountered by all Users that use the Client’s website and/or services. The policy should inform Users of Client’s data collection practices, including how User Data is shared.

Client websites should also reference the PVITL Privacy Policy and provide a link for website Users. The Client should inform all website users of its privacy policy and make clear that it is distinct and separate from the PVITL Privacy Policy. Clients are solely responsible for obtaining all necessary consents from Users of the Service in connection with Client’s collection of website usage and Information.

4. OUR INFORMATION COLLECTION AND DISCLOSURE

We may also collect information about you and your use of the Service, some of which may be personally identifiable. We collect any information that you provide to us through your access to or use of the Service. Within the last 12 months, this includes, but is not limited to, your personal information such as: name, email address, phone number, location, online identifiers, and/or other similar identifiers.

We may use the information that we collect from you to:

- Provide you with the services or products that we offer;
- Respond to your inquiries, requests, or other service-related purposes;
- Communicate with you to administer the Service, including notifying you about any updates, changes, or additions to this Privacy Policy;
- Enhance your experience with us, such as tailoring the Service content to your preferences or developing new products or services based on your interactions with this Site;
- Send you information about products or services that we think may be of interest to you;
- Carry out any specific purposes for which we have obtained your prior consent; or
- Conduct any other legitimate business activities not otherwise prohibited by law.
- We may also use your information for business purposes such as:
 - Auditing related to a current interaction with you and concurrent transactions;
 - 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;
 - Short-term, transient use, provided that the personal information is not disclosed to another third party and is not used to build a profile about you or otherwise alter your experience outside the current interaction;
 - Performing services, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing advertising or marketing services, providing analytic services, or providing similar services;
 - Undertaking internal research for technological development and demonstration;

- Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by us, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by us; or
- Any commercial purposes, including any purpose to advance your commercial or economic interests.

Ardian does not share such personal information with third parties except: (a) when it is required to complete your transaction; (b) for everyday business purposes, such as to service providers to perform functions on our behalf; (c) when you authorize us to do so; (d) to protect or enforce our rights or property, to protect your safety or the safety of others, or to investigate, prevent, or take action against fraud or other illegal activities; (e) in response to legal process or as otherwise required by law; (f) in the event Ardian goes through a business transition or corporate transaction, such as a merger, capital investment, acquisition by another company, or sale of all or a portion of its assets; or (g) to conduct any other legitimate business activities not otherwise prohibited by law.

5. COOKIES AND OTHER TRACKING TECHNOLOGIES

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a website and are transferred to your device. We use cookies to collect information to improve our services. Cookies are required for the PVITL subscription token.

The Help feature on most browsers provide information on how to accept cookies, disable cookies, or to notify you when receiving a new cookie. If you do not accept cookies, you may not be able to use some features of our Service and we recommend that you leave them turned on.

We may also collect information that your browser sends whenever you visit our Website or Service (“Log Data”). This Log Data may include information, such as your computer’s Internet Protocol (“IP”) address, operating system, browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, and other statistics.

In addition, we may use third party services such as Google Analytics that collect, monitor, and analyze Log Data to increase our Service’s functionality. These third party service providers have their own privacy policies addressing how they use such information. For example, Google provides you with the ability to control the information provided to Google and opt out of certain ads provided by Google using any of the methods set forth at <https://policies.google.com/technologies/partner-sites> or using the Google Analytics opt out browser add-on at <http://tools.google.com/dlpage/gaoptout?hl=en>.

6. CONSENT

This Privacy Policy and Terms of Use are readily available to read and acknowledge consent at the onset of creating a User account for the Service or completing a form asking for Information in using the Service. Client, Client Administrator, and Individual User account types are required to acknowledge consent upon creating an account for the Service. The Registrant user type, who is only required to complete a form asking for Information in using the Service, and is not required to create an account, will need to acknowledge consent upon completion of the form. In the event the Client and/or Client Administrator is Handling Information on behalf of an Individual User, they acknowledge that they have received the appropriate consent by or from the Individual User. The Privacy Policy is also available for review on the Website.

7. SPECIFYING PURPOSE

In addition to the Privacy Policy and additional notices, other banners, descriptions, or instructions may be provided to describe the specific purpose and/or condition for Handling Information.

8. RIGHT TO ACCESS

Users of the Service have the right to access certain Information collected from or about the User and to ensure that it is accurate and relevant for the purpose for which it was collected. If a User (other than a Client) desires to request access, limit use, limit disclosure or delete their Information, we will send the request to the applicable Client and/or Client Administrator. Information will be provided free of charge to the Client in a “commonly used” readable, electronic format.

9. RETENTION OF CLIENT DATA

We will provide Clients and Client Administrators with the option to keep their individual information in the Service to maintain an ongoing Client Profile with us. We retain Information for as long as we deem appropriate or necessary to provide the Service and our related services, and for other important functions such as complying with our contractual and legal obligations.

10. RETENTION OF CLIENT USER INFORMATION

The Client may retain Information from Users and Registrants in our Service as long as the appropriate consent is provided, and such retention is appropriate or necessary to provide the Service and related services, and for other important functions such as complying with contractual and legal obligations.

11. RIGHT TO BE FORGOTTEN

For those domiciled in jurisdictions which recognize the “right to be forgotten” (also known as Data Sanitization, Removal, or Erasure), Clients shall have the right to have their information erased and further dissemination ceased as well as withdrawing the User’s consent from the original specifying purpose. Ardian requests that all Clients provide this service to all Users and Registrants under its Client account but ultimately the Client is solely responsible for its own actions and uses with respect to User Data.

12. DO NOT TRACK DISCLOSURE

Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked. Please note that enabling a browser’s Do Not Track feature may affect your access to certain websites and/or services. There is currently no industry agreed-upon response to a Do Not Track signal. At this time, the Service does not respond to browser Do Not Track signals.

13. CHILDREN'S PRIVACY

Only persons age 18 or older have permission to create an account to access our Service.

We do not knowingly collect personally identifiable information from children under 13. If you are a parent or guardian and you learn that your child may have provided us with Information, please contact us.

If we become aware that we have collected Information from a child under the age of 13 without verification of parental consent, we will take appropriate action to remove that information from our servers.

14. COMPLIANCE WITH LAWS

We will disclose your Information where required to do so by law or subpoena, or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our Service.

15. SECURITY

The security of your Information is important to us, and we strive to implement and maintain reasonable, commercially acceptable security procedures and practices appropriate to the nature of the Information we store, in order to protect it from unauthorized access, destruction, use, modification, or disclosure.

However, please be aware that no method of transmission over the internet, or method of electronic storage is 100% secure, and we are unable to guarantee the absolute security of the Information we have collected from you.

16. DATA MINIMIZATION & USE LIMITATION

For the purposes of creating User accounts, we will only collect Information directly relevant and necessary to accomplish the specifying purpose. As controllers of the Information, the Client acknowledges that Information collected from their specific Users is directly relevant and necessary to accomplish the specifying purpose.

17. DATA QUALITY AND INTEGRITY

We endeavor to maintain the Service such that the quality and integrity of Client Users' Information originally entered by the User will be retained "as is." Information may be changed, altered, or deleted because of specifying purpose requirements or a User request, or if an error that needs correction occurred upon entry. Information can be changed, altered, or deleted by all Users with the appropriate permissions and consent.

18. ACCOUNTABILITY AND TRAINING

Ardian personnel and contractors having access to Information are trained for accountability and compliance with security measures. The Client acknowledges that their Users who have access and Handle Information will abide by the Ardian Privacy Policy and Terms and Conditions, as well additional notices set forth by the Client.

19. SERVICE PROVIDERS

We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform services and/or to assist us in analyzing how our Service is used.

These third parties have access to Information only to perform specific tasks on our behalf and are obligated not to disclose or use your information for any other purpose.

20. THIRD-PARTY PAYMENT PROCESSOR

We use a third-party payment processor to process payments made to us. In connection with the processing of such payments, we do not retain any Personally Identifiable Information or any financial information such as credit card numbers. Rather, all such information is provided directly to our third-party processor, Braintree, whose use of your personal information is governed by their privacy policy. The Braintree privacy policy may be viewed at <https://www.braintreepayments.com/legal/braintree-privacy-policy>. Changes to the third-party payment processor will be communicated to Clients or Users by email.

21. MOBILE APPLICATIONS

We offer Mobile Applications that you may choose to download to your Device and by doing so, agree to the gathering and use of information from your Device.

Our Mobile Applications may access certain features of the Device you are using in order to function. Some of these uses include but are not limited to accessing a camera for photos, or using a Device's Global Positioning System ("GPS") in order to provide a tracking service. Our Mobile Applications will explicitly ask for your permission to access certain features. By granting permission to your Device, you consent to the collection and storage of the corresponding data including but not limited to camera data and location data.

We may collect data about your Device including but not limited to software type, hardware type, and IP address. This information is used to improve Mobile Application functions only.

22. USE OF REAL-TIME LOCATION INFORMATION

We may use your Device to provide GPS information to determine your specific location only with your permission. This service is provided through our Mobile Applications. We do not share locations with third parties. If you do not wish for us to collect and store location data, you may turn off GPS on your Device. Please note that turning off GPS on a Device may reduce functionality.

25. INTERNATIONAL TRANSFER

Your Information may be transferred to — and maintained on — computers located outside of your state, province, country, or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

If you are located outside the United States and choose to provide information to us, please note that we transfer the Information to the United States where all data centers for the Service are located. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

26. PRIVACY SHIELD FRAMEWORK

Ardian Group, Inc. and its affiliate Ardian Technologies, LLC complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Information transferred from the European Union to the United States. Ardian has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>.

In compliance with the Privacy Shield Principles, Ardian commits to resolve complaints about our collection or use of your Personal Information. EU individuals with inquiries or complaints regarding our Privacy Shield policy should first contact Ardian at: privacypolicy@ardiangroup.com

A. Data Protection Authorities

Ardian commits to cooperate with the panel established by the EU data protection authorities (DPAs) with regard to unresolved Privacy Shield complaints concerning human resources and non-human resources data transferred from the EU.

Ardian further commits to refer unresolved Privacy Shield complaints to EU DPAs as an alternative dispute resolution provider located in the United States. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please contact or visit <https://www.privacyshield.gov/assistance> for more information or to file a complaint. The services of EU DPAs are provided at no cost to you.

Ardian commits to cooperate with the panel established by the EU data protection authorities (DPAs) with regard to unresolved Privacy Shield complaints concerning human resources and non-human resources data transferred from the EU.

B. Onward Transfer Accountability

We may employ third party companies and individuals to facilitate our Service. In compliance with the Privacy Shield Principles, Ardian ensures that any third party with access to Personal Information has given us contractual assurances that it provides at least the same level of protection as is required by the Privacy Shield Principles and notify us if it makes a determination that it cannot do so.

In addition, if it is determined that Personal Information is processed in a manner inconsistent with the Principles, third parties are to cease processing of the Personal Information or take other reasonable and appropriate steps to remediate.

We acknowledge that we have certain liability under the Privacy Shield if both (i) the agent on our behalf processes the Personal Information in a manner inconsistent with the Privacy Shield and (ii) we are responsible for the event giving rise to the damage.

C. U.S. Federal Trade Commission Enforcement

The U.S. Federal Trade Commission (FTC) has jurisdiction over Ardian's compliance with the Privacy Shield.

D. Arbitration

An individual has the possibility, under certain conditions, to invoke binding arbitration for complaints regarding Privacy Shield compliance not resolved by any of the other Privacy Shield mechanisms. For additional information, please visit

<https://www.privacyshield.gov/article?id=ANNEX-I-introduction>

27. LINKS TO OTHER SITES

Our Service may contain links to other sites that are not operated by us or which are affiliated with Ardian but subject to a distinct and separate privacy policy (Third-Party Link[®]). If you click on a Third-Party Link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit. We have no control over, and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

28. CALIFORNIA PRIVACY RIGHTS

California law permits residents of California to request certain details about how their information is shared with third parties for direct marketing purposes. We do not disclose your Personal Information to third parties for the third parties' direct marketing purposes. If you are a California resident and would like to make such a request, please contact us at privacypolicy@ardiangroup.com.

29. COMMUNICATIONS

We may use your Information to contact you with newsletters, marketing or promotional materials, and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email or mobile communication (such as, text messages, SMS, or MMS) we send or by contacting us. Your wireless service carrier's data rates, standard charges, or other fees may apply.

30. BUSINESS TRANSACTION

If Ardian is involved in a merger, acquisition or asset sale, your Information may be transferred as a business asset. In such cases, we will provide notice before your Information is transferred and/or becomes subject to a different Privacy Policy.

31. DISPUTE RESOLUTION

This Privacy Policy and all claims and disputes arising out of or relating to this Privacy Policy or its subject matter shall be governed by and construed in accordance with the laws of the state of Pennsylvania, without regard to choice of law or conflicts of law principles. You hereby agree that any and all disputes arising out of or in connection with using the Services, and all matters relating to your access to or use of the Website, shall be resolved by arbitration pursuant to this provision and the code of procedures of either the judicial Arbitration and Mediation Services, Inc. ("JAMS") or the American Arbitration Association ("AAA"), as selected by Ardian. The arbitration shall be held in Pennsylvania. To the extent the parties are permitted under this Privacy Policy to initiate litigation in court, any litigation against Ardian may be commenced only in the federal or state courts located in Pennsylvania. You hereby irrevocably consent to the jurisdiction of those courts for such purposes. Either party has the right to seek injunctive relief to prevent irreparable harm.

32. CHANGES TO THIS PRIVACY POLICY

This Privacy Policy is effective as of June 23, 2023, and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we may place a prominent notice on pvitl.com or ardiangroup.com, and in our sole discretion we may choose to email you at any email address you have provided us.

CONTACT US

If you have any questions about this Privacy Policy, please contact us at: privacypolicy@ardiangroup.com.