

Castles Technology Co., Ltd Web Privacy Notice
AGREEMENT BETWEEN USER AND CASTLES TECHNOLOGY CO., LTD

PREAMBLE

IMPORTANT NOTICE: It is the express will of the parties that this Agreement between the User and Castles Technology Co., Ltd and all related documents be in English.

All references to Castles shall be understood to include the affiliates and subsidiaries of Castles Technology Co., Ltd.

I. INTRODUCTION

The Castles Web Site consists of several Web sites and Web pages operated by Castles Technology Co., Ltd or its affiliates and subsidiaries (collectively, the “Castles Web Sites”).

Your access to and use of the Castles Web Sites is subject to your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Castles Web Sites constitutes your agreement to all such terms, conditions, and notices. Your use of a particular Castles Web Site or Web Page included within the Castles Web Sites may also be subject to additional terms outlined elsewhere in this Agreement (the “Additional Terms”).

Additionally, the Castles Web Sites may themselves contain additional terms, rules or guidelines that govern their use. In the event that any of the terms, conditions, and notices contained herein conflict with the Additional Terms or other terms and guidelines contained within any particular Castles Web Site, then these terms shall control.

The terms, conditions, rules or guidelines contained herein or the Additional Terms or other terms and guidelines contained within any particular Castles Web Site are not to be considered valid for other websites that may be consulted via links on the websites in the domain of Castles, who is not to be considered in any way responsible for the websites of third parties.

If you do not agree with any of the terms governing your access to and use of a Castles Web Site, then you must exit the site immediately.

II. TERMS OF USE

A. PRIVACY AND PROTECTION OF PERSONAL DATA

See the Privacy Statement contained at the end of these Terms of Use for disclosures relating to the collection and use of your personal Data.

B. MODIFICATION OF THESE TERMS OF USE

Castles Technology Co., Ltd reserves the right to change the terms, conditions and notices under which the access to and use of the Castles Web Sites are offered. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of the Castles Web Sites constitutes your agreement to all such terms, conditions and notices.

In addition to the above, the availability of products described on this site, and the product descriptions, may vary from country to country and from time to time.

C. PERSONAL AND NON-COMMERCIAL USE LIMITATION

Unless otherwise specified, the Castles Web Sites are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Castles Web Sites.

D. LINKS TO THIRD PARTY SITES

The Castles Web Sites may contain links to third party Web sites (“Linked Sites”). The Linked Sites are not under the control of Castles and Castles is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Castles is not responsible for webcasting or any other form of transmission received from any Linked Site nor is Castles responsible if the Linked Site is not working appropriately. Castles is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Castles of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites.

Any dealings with third parties included within the Castles Web Sites are solely between you and the third party. Castles shall not be responsible or liable for any part of any such dealings.

E. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Castles Web Sites, you will not use the Castles Web Sites for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Castles Web Sites in any manner that could damage, disable, overburden, or impair any Castles Web Site (or the network(s) connected to any Castles Web Site) or interfere with any other party’s use and enjoyment of any Castles Web Site. You may not attempt to gain unauthorized access to any Castles Web Site, other accounts, computer systems or networks connected to any Castles Web Site, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Castles Web Sites.

F. USE OF SERVICES

The Castles Web Sites may contain e-mail services and/or other message or communication facilities designed to enable you to communicate with Castles (“Communication Services”). You agree to use the Communication Services only to send messages and material that are proper. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- a) use the Communication Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- b) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c) publish, post, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information;
- d) make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same;
- e) use any material or information, including images or photographs, which is made available through the Castles Web Sites in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- f) e-mail files that contain viruses (whether considered to be trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property of another);
- g) violate any guidelines or other rules which may be applicable for any particular Communication Service;
- h) violate any applicable laws or regulations.
- i) create a false identity for the purpose of misleading others.

Castles Technology Co., Ltd reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

Castles Technology Co., Ltd reserves the right at all times to disclose any information as Castles Technology Co., Ltd deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

Always use caution when giving out any personally identifiable information about yourself or your children in any Communication Service. Except as otherwise stated, Castles Technology Co., Ltd does not control or endorse the content, messages or information found in any Communication Service and, therefore, Castles Technology Co., Ltd specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

G. MATERIALS PROVIDED TO CASTLES

Castles Technology Co., Ltd does not claim ownership of the materials you provide to Castles (including feedback and suggestions) or submit to any Castles Web Site. However, by providing information or materials you are granting Castles, its affiliated companies and necessary sublicensees permission to use your information or materials in connection with Castles' business, including, without limitation, the royalty free and unlimited license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your information or materials; to publish your name in connection with your information or materials; and the right to sublicense such rights to any third party.

No compensation will be paid with respect to the use of your information or materials, as provided herein. Castles Technology Co., Ltd is under no obligation to use any information or materials you may provide. By providing information or materials you warrant and represent that you own or otherwise control all of the rights to your information or materials as described in these Terms of Use including, without limitation, all the rights necessary for you to provide the information or materials.

H. SOFTWARE AND CONTENT AVAILABLE THROUGH THE CASTLES WEB SITES

All content and software (if any) that is made available to view and/or download in connection with the Castles Web Sites, excluding content and/or software that may be made available by end-users through a Communication Service, ("Software") is owned by and is the copyrighted work of Castles Technology Co., Ltd and/or its suppliers and is protected by copyright laws and international treaty provisions. Your use of the Software is governed by the terms of the Software License Agreement, if any, which accompanies or is included with the Software ("Software License Agreement"). You may not install or use any Software that is accompanied by or includes a Software License Agreement unless you first agree to the terms of the Software License Agreement.

For any Software not accompanied by a Software License Agreement, Castles Technology Co., Ltd hereby grants to you, the user, a revocable personal, non-transferable license to use the Software for viewing and otherwise using the particular Castles Web Site in accordance with these Terms of Use, and for no other purpose provided that you keep intact all copyright and other proprietary notices. Any reproduction or redistribution of the content and/or Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE CONTENT OR SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. You acknowledge that the Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA. You agree not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

I. LIMITATION OF LIABILITY AND DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE CASTLES WEB SITES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE CASTLES WEB SITES AND TO THE INFORMATION THEREIN. CASTLES AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE CASTLES WEB SITES AT ANY TIME.

CASTLES TECHNOLOGY CO., LTD. AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, VIDEOS AND RELATED GRAPHICS CONTAINED WITHIN THE CASTLES WEB SITES FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. CASTLES TECHNOLOGY CO., LTD. AND/OR ITS RESPECTIVE AFFILIATES AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT.

YOU SPECIFICALLY AGREE THAT CASTLES TECHNOLOGY CO., LTD SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH A CASTLES WEB SITE. YOU SPECIFICALLY AGREE THAT CASTLES TECHNOLOGY CO., LTD IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER’S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE THAT CASTLES IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN A CASTLES WEB SITE BY ANY THIRD PARTY.

IN NO EVENT SHALL CASTLES TECHNOLOGY CO., LTD. AND/OR ITS AFFILIATES AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE CASTLES WEB SITES, WITH THE DELAY OR INABILITY TO USE THE CASTLES WEB SITES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE CASTLES WEB SITES, OR OTHERWISE ARISING OUT OF THE USE OF THE CASTLES WEB SITES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CASTLES OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE CASTLES WEB SITES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE CASTLES SITES.

J. SERVICE CONTACT

contact.emea@castlestech.com

K. TERMINATION/ACCESS RESTRICTION

Castles reserves the right, in its sole discretion, to terminate your access to any or all Castles Sites/Services and the related services or any portion thereof at any time, without notice.

L. NO SPAM; DAMAGES

Castles Technology Co., Ltd will immediately terminate your access if it believes, in its sole discretion, you are transmitting or are otherwise connected with any spam or other unsolicited bulk email. In

addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay Castles liquidated damages of €3 for each piece of spam or unsolicited bulk email you transmit to Castles, otherwise you agree to pay Castles' actual damages, to the extent such actual damages can be reasonably calculated.

M. LANGUAGE

It is the express will of the parties that this Agreement and all related documents have been drawn up in English.

N. GENERAL

This Agreement and all related documents are governed by the laws of the United Kingdom.

You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in the United Kingdom in all disputes arising out of or relating to the use of the Castles Web Sites. Use of the Castles Web Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Castles as a result of this agreement or use of the Castles Web Sites.

You agree to indemnify and hold Castles, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or behaviour on the Castles Sites.

Castles reserves the right to disclose any personal information about you or your use of the Castles Sites, including its contents, without your prior permission if Castles has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of Castles or its affiliated companies; or (3) enforce the terms or use.

Castles' performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Castles' right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Castles Web Sites or information provided to or gathered by Castles with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire agreement between the user and Castles with respect to the Castles Web Sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Castles with respect to the Castles Web Sites.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

This document can be printed using the print command in any browser settings.

O. COPYRIGHT AND TRADEMARK NOTICES

All contents of the Castles Web Sites are: Copyright © 2013 Castles Technology Co., Ltd. and/or its licensors. All rights reserved. TRADEMARKS. Castles Payments and the Castles Payments logo are trademarks, service marks or registered trademarks or service marks of Castles Technology Co., Ltd. All other trademarks are the property of their respective owners.

P. PRIVACY STATEMENT

This information is integral part of this Agreement and it describes the management methods of Castles with reference to the processing of personal data (“Personal Data” or “Data”) of users who consult Castles Web Sites.

THE DATA CONTROLLER OF THE TREATMENT:

The Data Controller is: Castles Technology Co., Ltd., in the person of its Legal Representative. For any clarification, information, exercise of the rights listed in this statement, contact the Data Controller. Contact details can be found in the “How to Contact Us” section on Castles Web Sites.

TYPES OF DATA COLLECTED:

Navigation data

The computer systems and software procedures used to operate Castles Web Sites can acquire, during their normal operation, some data whose transmission is implicit in the use of Internet communication protocols. This is information that is not collected to be associated with identified interested parties, but which by their very nature could, through processing and association with data held by third parties, allow users to be identified. This category of data includes the IP addresses or domain names of the computers used by users who connect to the site, notation of the requested resources, the time of the request, the method used to submit the request to the server, the size of the file obtained in response.

These data may be used for the sole purpose of obtaining anonymous statistical information on the use of the site and to check its correct functioning. The data are processed for the time strictly necessary for the sole purpose of obtaining anonymous statistical information on the use of the site and to check its regular functioning. They could be used to ascertain responsibility in case of hypothetical computer crimes against the site.

Data provided voluntarily by the user

Personal Data may be freely provided by the user or, in the case of usage data, collected automatically when using Castles Web Sites.

In the event of registering on Castles Web Sites, as appropriate, the user may be asked to enter his name, email address or other information.

Castles collects information when the user subscribes or fills out a form to contact Castles.

Among the Personal Data which can be collected by Castles Web Sites, independently or through third parties, there are: email; Cookies; Usage data.

The optional, explicit and voluntary sending of e-mails to the addresses indicated on Castle Web Sites entails the subsequent acquisition of the sender/user's address, necessary to respond to requests, as well as any other Personal Data included in the message.

Unless otherwise specified, all Data requested by Castles Web Sites are mandatory. If the user refuses to communicate them, it may be impossible for Castles Web Sites to provide the Service. In cases where Castles Web Sites indicate some Data as optional, users are free to refrain from communicating such Data, without this having any consequence on the availability of the service or on its operation. Users who have doubts about which Data are mandatory are encouraged to contact the Data Controller.

The user assumes responsibility for the Personal Data of third parties published or shared through Castles Web Sites and guarantees that he has the right to communicate or disseminate them, freeing the Data Controller from any liability towards third parties.

LEGAL BASIS OF PROCESSING:

Castles legal basis for collecting and using the personal Data described in this Privacy Statement will depend on the type of personal Data and the specific context in which Castles collects them.

However, The Data Controller processes Personal Data relating to the user in the event that one of the following conditions exists:

- the user has given consent for one or more specific purposes; note: in some jurisdictions or cases, the Data Controller may be authorized to process Personal Data without the user's consent or another of the legal bases specified below, as long as the user does not object ("opt-out") to such treatment;
- the processing is necessary for the execution of a contract with the user and/or for the execution of pre-contractual measures;
- the processing is necessary to fulfill a legal obligation to which the Data Controller is subject;
- the treatment is necessary for the execution of a task of public interest or for the exercise of public powers with which the Data Controller is invested;
- the processing is necessary for the pursuit of the legitimate interest of the Data Controller or of third parties, such as operating its businesses, improving and developing Castles Web Sites, communicating with the users, marketing Castles offerings and services and personalizing the users experience, and to detect illegal activities; and/or
- to comply with legal requirements, including applicable laws and regulations.

However, it is always possible to ask the Data Controller to clarify the concrete legal basis of each treatment and in particular to specify whether the treatment is based on the law, provided for by a contract or necessary to conclude a contract or for the pursuit of Castles legitimate interest.

METHOD AND PLACE OF PROCESSING OF THE COLLECTED DATA:

Methods of treatment

The Data Controller adopts the appropriate security measures to prevent unauthorized access, disclosure, modification or destruction of Personal Data.

The processing is carried out using IT and/or telematic tools, with organizational methods and with logic strictly related to the purposes indicated.

In addition to the Data Controller, in some cases, other subjects involved in the organization of Castles Web Sites (administrative, commercial, marketing, legal, system administrators) or external subjects (such as third party technical service providers, postal couriers, hosting providers, IT companies, communication agencies) also appointed, if necessary, as Data processors by the Data Controller. Detailed information about them can always be requested from the Data Controller.

Place

The Data is processed at the Data Controller's operating offices and in any other place where the parties involved in the processing are located. For more information, contact the Data Controller.

The user's Personal Data may be transferred to a country other than the one in which the user is located. To obtain further information on the place of processing, contact the Data Controller.

The user has the right to obtain information regarding the legal basis for the transfer of Data outside the European Union or to an international organization governed by public international law or constituted by two or more countries, as well as regarding the security measures adopted by the Data Controller to protect the Data.

The User can check whether one of the transfers described above takes place by request information from the Data Controller by contacting him at the details indicated at the beginning.

STORAGE PERIOD

The Data are processed and stored for the time required by the purposes for which they were collected.

This includes holding personal Data to provide the user with the services he requests and to interact with him; allow the user to attend an event, maintain business relationships with Castles; improve

Castles business over time; ensure the legality, safety and ongoing protection of Castles services and relationships or otherwise in accordance with Castles internal retention procedures.

Personal Data collected for purposes related to the execution of a contract between Castles and the user will be retained until the execution of this contract is completed and/or the rights related to it can be claimed.

Once the contractual relationship is terminated or it has been otherwise ended, Castles may hold the user personal Data in its systems and records in order to: ensure the adequate fulfillment of the provisions surviving in the terminated contracts, or for other legitimate business purposes, including, for example, to demonstrate Castles business practices and contractual obligations, to provide the user with information about Castles products and services, or to comply with applicable legal, tax or accounting requirements. Similarly, the user personal Data will be kept during the applicable limitation period for the establishment, exercise or defense of legal claims.

Personal Data collected for purposes attributable to the legitimate interest of the Data Controller will be retained until such interest is satisfied. The user can obtain further information regarding the legitimate interest pursued by the Data Controller by contacting the Data Controller.

When the treatment is based on the user's consent, the Data Controller can keep the Personal Data for longer until said consent is revoked. Furthermore, the Data Controller may be obliged to keep Personal Data for a longer period in compliance with a legal obligation or by order of an authority.

At the end of the retention period, the Personal Data will be either delete or anonymize it or, where this is not possible (for example, because the personal data has been stored in backup archives), the Data Controller will keep it securely and will isolate them from any further processing until their deletion is possible. The user can obtain further information by contacting the Data Controller.

Upon expiry of this term, the right of access, cancellation, rectification and the right to data portability can no longer be exercised.

PURPOSE OF THE PROCESSING OF THE COLLECTED DATA:

The user's Data is generally collected to allow the Data Controller to provide the service, fulfill legal obligations, respond to requests or executive actions, protect its rights and interests (or those of users or third parties), identify any malicious activity or fraudulent, allow access to products, services and content; send, in the event that users have given their consent when activating the service, or give it later, and until the revocation of the same, information and commercial communications on products and services; carry out, in the event that users have given their consent at the time of activating the service, or give it subsequently, and until the revocation of the same, also by means of electronic tools, statistics and analysis activities of specific behaviors and consumption habits, so to improve the services provided and direct the commercial offers of interest to the user, also offering third parties the aggregate summary data of the openings and clicks obtained through a tracking system using cookies; as well as for the following purposes:

- **creating an account.** In the event that an account creation is provided, Data information are collected when the user creates an account, interacts with Castles or activates a subscription. Personal Data may include the user name, address, phone number and email, country, profile photo, billing information, payment information, usernames and credentials.
- **When a business provides it.** Data information are collected when a business the user interacts with provides to Castles with information about the user, the user name, address, phone number and email, country, billing information, payment information.
- **Identification information.** Data information may be collected to verify the user identity, including his name, social security number, social insurance number, driver's license numbers, government-issued identification details.

- **Customer support, product research, training and feedback.** Data information (such as the user name, email address, telephone number and any other personal information the user chooses to share) may be collected when the user reaches out to Castles for support, gives feedback, participates in optional surveys, subscribes to marketing, attends our events, participates in product research or training or otherwise interacts or communicates with Castles.
- **Device information.** Data information may be collected about the user device such as Internet Protocol (“IP”) addresses, log information, error messages, device type, and unique device identifiers.
- **Business and financial information.** Data information may be collected about the user business, finances, expenses, invoices, financial statements, details of his financial transactions, payroll details, payment details, tax return details, details about the user’s customers or vendors or employees, income and wage information, and/or investment information. The user personal Data may be collected to evaluate or verify the use and performance of programs and technologies related to his interactions with Castles; evaluate and improve the quality of the user interactions with Castles, our Services and Web Sites, and programs and technologies related to the user interactions with Castles; design new services; process and catalogue the user responses to surveys or questionnaires (e.g. customer satisfaction reviews); record telephone calls and/or video meetings for quality assurance, training and analysis purposes in accordance with applicable laws (including obtaining consent or the opportunity to object if required by law); perform internal research for technology development and demonstration; conduct data analysis and testing; debt collection and payments, accounting and other similar business functions; and maintain proper business records and other relevant records.
- **Third-party service content.** Data information about the user may be collected when the user signs into a third-party service with his account or when the user connects his account to a third-party service. For example, the user may choose to connect his account with his bank accounts or social media platforms.
- **Usage information.** Data information may be collected about the user usage of Castles Web Sites, such as the pages viewed, the services and features used or interacted with, the user’s browser type and details about any links or communications with which the user interacted.
- **Location information.** Certain features in the web sites may collect the user precise location information, device motion information, or both, if the user grants permission to do so.
- **Content providers.** Castles may receive information from software providers that make user-generated content from their service available to others, such as local business reviews or public social media posts.
- **Communication providers & social networks.** Castles or its third-party service providers may collect information from email providers, communication providers and social networks, including to monitor public discussion about Castles brands. Where Castles is legally required, Castles will ask for the user permission to collect this information.
- **Joint offering partners.** Castles may offer co-branded services or experiences or engage in joint-marketing activities with others, including through conferences or live events.
- **For marketing purposes.** The user personal Data may be used to market Castles products or Services or those of third parties, such as Castles business partners. This may include sending marketing communications, product recommendations and other non-transactional communications (by email, telephone or other online and offline communications) about Castles services or those of third parties, promotions, news and events. The user personal Data may be collected when the user participates in marketing surveys, questionnaires, promotions, testimonials, online comments, product feedback, events, sweepstakes or other contests.

- **Publicly-available and third-party sources.** Data information about the user may be collected from publicly available and other third-party sources, such as open government databases.
- **Government agencies.** Data information about the user may be received from government agencies.
- **Required information.** Some services and experiences in Castles Web Sites require the user to provide information for it to function. If the user does not wish to provide the required information, he may not be able to use certain features.
- **Consent.** The user personal Data may be used for any other purpose for which the user provides consent.

LEARN MORE ABOUT TREATMENT

Defense in court

The user's Personal Data may be used by the Data Controller to comply with legal requirements; ascertain, exercise or defend against legal claims Castles may have against the user/pursue jointly with him, whether in judicial, administrative or extrajudicial proceedings; protect the security and integrity of Castles properties (such as digital properties, services, databases and other technological assets) and the rights of those who interact with Castles or others; review compliance with applicable terms of use, investigate fraudulent transactions, unauthorized access to Castles digital properties and services, violations of the content and conduct policies and illegal activities (in compliance with legal obligations under applicable laws); and otherwise detect, prevent, and respond to security incidents or other harmful, deceptive, fraudulent, or illegal activity.

The user declares to be aware that the Data Controller may be obliged to disclose the Data by order of the public authorities.

Specific information

At the request of the user, in addition to the information contained in this privacy policy, Castles Web Sites could provide the user with additional and contextual information regarding specific services, or the collection and processing of personal Data.

System and maintenance logs

For needs related to operation and maintenance, Castles and any third party services used by it may collect system logs, i.e. files that record the interactions and which may also contain Personal Data, such as the user's IP address.

COOKIE INFORMATION

Cookies are not used to transmit information of a personal nature, nor are persistent cookies of any kind used, i.e. systems for tracking users.

The use of technical cookies (which are not stored permanently on the user's computer and disappear when the browser is closed) is strictly limited to the transmission of session identifiers (consisting of random numbers generated by the server) necessary to allow the safe and efficient exploration of the site.

The technical cookies eventually used on Castles Web Sites avoid the use of IT techniques that could potentially compromise the privacy of users' browsing.

To find out third-party service providers cookie information (i.e. Google, Facebook, LinkedIn, Twitter, etc.), the user is invited to consult the respective privacy policies.

USER RIGHTS:

Users can exercise certain rights with reference to the Data processed by the Data Controller.

In particular, the User has the right to:

- **Withdraw Consent at any time.** The user can revoke the previously expressed consent to the processing of his Personal Data. Withdrawing his consent will not affect the lawfulness of any processing Castles conducted prior to the user withdrawal, nor will it affect processing of users personal Data conducted in reliance on lawful processing grounds other than consent.
- **Access, Correction or Deletion.** The user has the right to obtain information on the Data processed by the Data Controller, on certain aspects of the processing and to receive a copy of the Data processed. The user can verify the correctness of his Data and request their updating or correction or to delete his personal Data. Please note that even if the user requests for his personal Data to be cancelled or removed, certain aspects may be retained for the Data Controller to: meet legal or regulatory compliance; exercise, establish or defend legal claims; and to protect against fraudulent or abusive activity on Castles Web Sites.
- **Objection and Restriction.** The user can object to the processing of his Data when it occurs on a legal basis other than consent or ask to Data Controller to restrict processing of his personal Data. Details on the right to object; when Personal Data is processed in the public interest, in the exercise of public powers vested in the Data Controller or to pursue a legitimate interest of the Data Controller, users have the right to object to the processing for reasons related to their particular situation. Users are reminded that, should their Data be processed for direct marketing purposes, they may object to the processing without providing any reason.
- **Portability.** The user can receive his data or have them transferred to another processor/data controller. The user has the right to receive his Data in a structured format, commonly used and readable by an automatic device and, where technically feasible, to obtain the transfer without obstacles to another holder. This provision is applicable when the Data are processed with automated tools and the processing is based on the User's consent, on a contract of which the User is a party or on contractual measures connected to it;
- **File a complaint.** The user can lodge a complaint with the competent personal data protection supervisory authority or take legal action.

How to exercise user rights

To exercise the user's rights, users can direct a request to the contact details of the Data Controller indicated in this statement. Requests are filed free of charge and processed by the Data Controller as soon as possible, in any case within a month.

Information not contained in this Policy

Further information in relation to the processing of Personal Data may be requested at any time from the Data Controller using the contact details.

Changes to this Privacy Policy

The Data Controller reserves the right to make changes to this privacy policy at any time by notifying users on this page. Therefore, please consult this page frequently.

If the changes concern treatments whose legal basis is consent, the Data Controller will collect the user's consent again, if necessary.

Q. ANY RIGHTS NOT EXPRESSLY GRANTED IN THIS AGREEMENT ARE RESERVED.