

# Overlay T&C

Welcome to the Web site of Overlay, ("Overlay", "we," or "us"). Your use of this Web site (the "Site" or "Website") and the services made available on the Site is subject to these Terms of Use (these "Terms"). By using any of our Services, you agree to be bound by, and use our Services in compliance with, these Terms of Use. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE OUR SERVICES.

1.

## *LICENSE TO USE OUR SERVICES*

Subject to these Terms, we grant to you a limited, non-exclusive, non-transferable license to use our Services for your internal use and not for resale or further distribution. Your right to use our Services is limited by all terms and conditions set forth in these Terms.

Except for your pre-existing rights and this license granted to you, we and our licensors retain all right, title and interest in and to our Services, including all related intellectual property rights. Our Services are protected by applicable intellectual property laws, including United States copyright law and international treaties.

Except as otherwise explicitly provided in these Terms or as may be expressly permitted by applicable law, you will not, and will not permit or authorize any third party to: (i) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our Services; (ii) rent, lease or sublicense access to any of our Services; or (iii) circumvent or disable any security or technological features or measures of our Services.

2.

### *ACCESS TO OUR SERVICES*

We do not provide you with the equipment to access our Services. You are responsible for all fees charged by third parties related to your access and use of our Services (e.g., charges by Internet service providers).

We reserve the right to modify or discontinue, temporarily or permanently, all or any portion of our Services without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of all or any portion of our Services.

We also reserve the right, in our sole discretion, to reject, refuse service, or delete any user data, and to restrict, suspend, or terminate your access to our Services at any time, for any or no reason, with or without prior notice, and without liability.

3.

### *RESTRICTIONS*

You must comply with all applicable laws when using our Services. Except as may be expressly permitted by applicable law, or as Overlay may authorize expressly in writing, you will not, and will not permit anyone else to: (i) store, copy, modify, distribute, or resell any of the information; audio, visual, and audiovisual works, or other content made available on our Services (collectively, "Service Content") or compile or collect any Service Content as part of a database or other work; (ii) use any automated tool (e.g., robots, spiders) to access or use our Services or to store, copy, modify, distribute, or resell any Service Content; (iii) rent, lease, or sublicense your access to our Services to another person; (iv) use any Services or Service Content for any purpose except for your own internal use; (v) circumvent or disable any digital rights management, usage rules, or other security features of our Services; (vi) use our Services in a manner that overburdens, or that threatens the integrity, performance, or availability of, our Services; or (vii) remove, alter, or

obscure any proprietary notices (including copyright and trademark notices) on any portion of our Services or any Service Content.

4.

*RESTRICTED AREAS OF THE SERVICES*

Certain parts of our Services, including account management features, may be password-restricted to registered users or other authorized persons ("Password-Protected Areas"). If you are authorized to gain access to any Password-Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to notify us if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, whether or not you are the individual who undertakes such activities. You agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to your password or our Services that is known to you.

5.

*CHANGES*

Overlay, Inc. reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. Overlay, Inc. may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

6.

## *PRIVACY POLICY*

Our Services are designed to allow you to learn how your customers and individuals (your “Users”) use your product. Overlay reserves the right to use a first party cookie placed on your User’s device from your server. Some information is automatically collected from or about your Users when you use our Services. If you integrate an official Overlay JavaScript library in your product it may by default collect User data including but not limited to: the time of an event, the elements a User has interacted with, metadata and other details about these elements, how a User came to your site, what search engine and search keywords Users may have used to get to your site, information about the device your User is on such as their operating system, and browser, as well as the city/region/country location of Users. You agree to comply with all applicable privacy and data protection regulations. Further, you agree to not use our service to send us sensitive information where unauthorized disclosure could cause material, severe, or catastrophic harm or impact to Overlay, any data subjects or relying parties. Sensitive Information includes:

- Passwords, authentication/authorization credentials
- Information under strict regulatory or contractual handling requirements (e.g., PCI, HIPAA, and state and federal data security laws) including:
  - Credit Card Information including credit card numbers, CIV numbers (three digit codes for Visa and MasterCard, four digit code for American Express) and magnetic stripe information
  - Social Security Numbers
  - Driver's License Numbers
  - Passport Numbers
  - Government Issued Identification Numbers
  - Financial Account Information
  - Health data
  - Biometric data

- Personally identifiable information knowingly collected from children under the age of 13 or from online services directed toward children and
- Real time geolocation data which can identify an individual.
- Business secrets deemed highly confidential (e.g., highly-confidential business strategies and communications, sensitive attorney-client privileged and confidential communications).

We collect, store, and use your User data on our servers to provide you with the ability to better maintain and improve your Services. We may also use data in an aggregated form for our own purposes. Our Services transfer data to servers that store User data. We only share User information with others under special circumstances as follows:

- With third parties who work on our behalf to provide your services;
- To comply with laws or to respond to lawful requests and legal process (provided that Overlay will endeavor to notify you if Overlay has received a lawful request for your information);
- To protect the rights and property of Overlay, our agents, customers, and others including to enforce our agreements, policies, and terms of use;
- In an emergency, including to protect the personal safety of any person; and
- For the purposes of a business deal (or negotiation of a business deal) involving sale or transfer of all or a part of our business or assets (business deals may include, for example, any merger, financing, acquisition, divestiture, or bankruptcy transaction or proceeding).

You agree to provide appropriate notices to your Users about, and if required by applicable laws obtain appropriate consent from Users for, your information collection and use practices relating to your use of our Services and your use of cookies for tracking purposes. Appropriate notices may include notice in the form of a privacy policy posted on your site and/or your mobile application.

We may also collect registration and other information about you as our customer through our Site. Our collection and use of information collected about you on our website is governed by our Privacy Policy. Our Privacy Policy does not cover information we collect about your Users on your behalf from your mobile and web properties. It is your obligation to provide your own privacy policy or notice to your users.

7.

#### *LINKS AND THIRD PARTY CONTENT*

Our Services may display, or contain links to, third party products, services, and Web sites. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed, authored, or made available by other users or other third parties on our Services, or which is accessible through or may be located using our Services (collectively, "Third Party Content") are those of the respective authors or producers and not of us or our shareholders, directors, officers, employees, agents, or representatives.

We do not control Third Party Content and do not guarantee the accuracy, integrity or quality of such Third Party Content. We are not responsible for the performance of, we do not endorse, and we are not responsible or liable for, any Third Party Content or any information or materials advertised in any Third Party Content. By using our Services, you may be exposed to content that is offensive, indecent, or objectionable. We are not be responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods, services, or information available on or through any third party service or Third Party Content. It is your responsibility to evaluate the information, opinion, advice, or other content available on and through our Services.

You will not use our Services to: (i) upload, post, email, or otherwise transmit any Submission that contains unlawful, harmful, threatening,

abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) harm us or third parties in any way; (iii) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (iv) upload, post, email, or otherwise transmit any Submission that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (v) upload, post, email or otherwise transmit any Submission that infringes any patent, trademark, trade secret, copyright, or other right of any party; (vi) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation; (vii) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (viii) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; (ix) intentionally or unintentionally violate any applicable local, state, national or international law or regulation; (x) "stalk" or otherwise harass another; or (xi) collect or store personal data about other users.

8.

#### *ELECTRONIC COMMUNICATIONS*

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that

we provide to you electronically satisfy any legal requirement that such communications be in writing.

9.

*USE POLICIES*

You are solely responsible for any content and other material that you submit, publish, transmit, or display on, through, or with our Services.

10.

*TRADEMARKS*

"Overlay," the Overlay logo, and any other product or service name or slogan displayed on our Services are trademarks of Overlay Inc and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Overlay or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Overlay" or any other name, trademark or product or service name of Overlay without our prior written permission. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Overlay and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in our Services are the property of their respective owners.

Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us.

11.



### *FEEDBACK*

We may provide you with a mechanism to provide feedback, suggestions, and ideas, if you choose, about our Services ("Feedback"). You agree that we may, in our sole discretion, use the Feedback you provide to us in any way, including in future enhancements and modifications to our Services. You hereby grant to us and our assigns a perpetual, worldwide, fully transferable, sublicensable, irrevocable, royalty free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner any for any purpose, without in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party.

12.

### *DISCLAIMER OF WARRANTIES*

YOUR USE OF THE SERVICES AND THE SERVICE CONTENT IS AT YOUR SOLE RISK. THE SERVICES AND THE SERVICE CONTENT EACH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICES OR ANY SERVICE CONTENT, AND YOU RELY ON THE SERVICES AND SERVICE CONTENT AT YOUR OWN RISK. ANY MATERIAL THAT YOU ACCESS OR OBTAIN THROUGH OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH OUR SERVICES. NO

ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM OUR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

13.

*LIMITATION OF LIABILITY*

WE AND OUR SUPPLIERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF OUR SERVICES AND SERVICE CONTENT. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF US AND OUR SUPPLIERS AND LICENSORS OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES AND SERVICE CONTENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNTS, IF ANY, THAT YOU HAVE PAID TO US FOR YOUR USE OF THE SERVICES AND SERVICE CONTENT. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14.

### *INDEMNITY*

You will indemnify and hold Overlay Inc., our suppliers and licensors, and our respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns harmless from any costs, damages, expenses, and liability caused by your use of the Services and Service Content, your violation of these Terms, or your violation of any rights of a third party through use of the Services or Service Content.

15.

### *PUBLICITY*

You agree that Overlay, Inc., in its sole discretion, may use your trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and Web site listings (including links to your website) for the purpose of advertising or publicizing your use of Overlay, Inc. products or services.

16.

### *LEGAL NOTICES*

Enforcement of any dispute relating to these Terms will be governed by the laws of the State of California, excluding its conflict and choice of law principles. For parties residing in the United States, the exclusive jurisdiction and venue for any claims arising out of or related to these Terms or your use of the Services or Service Content will lie in the state and federal courts located in City and County of San Francisco, California, and you irrevocably agree to submit to the jurisdiction of such courts.

For parties residing outside the United States, any dispute arising hereunder shall be submitted to confidential binding arbitration in the County and City of San Francisco, California for the maximum judgment enforceable, except that to the extent Customer has in any

manner violated or threatened to violate Overlay's intellectual property rights, Overlay may seek injunctive or other appropriate relief in any state or federal court in the State of California. Customer hereby consents to, and waives all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of California. Arbitration under this Agreement shall be conducted pursuant to the existing International Arbitration Rules at the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The parties each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim is initiated in court rather than in arbitration we each waive any right to a jury trial.

Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

The terms and conditions which by their nature are intended to survive termination of these Terms shall survive, including Restrictions, Disclaimer of Warranties, Feedback, Indemnity, and Limitation of Liability.

17.

*OTHER*

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Overlay, Inc. may assign

any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of Overlay, Inc., and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and Overlay, Inc. regarding your use of the Website, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and Overlay, Inc. regarding your use of the Website. The parties confirm that it is their wish that these Terms, as well as any other documents relating to this Terms, including notices, have been and shall be drawn up in the English language only.

18.

#### *CONTACTING US*

If you have any questions or concerns about our Services or these Terms, you may contact us by email at [support@Overlay.com](mailto:support@Overlay.com).

## Privacy Policy

Overlay, Inc. (“Overlay,” “we” or “us”) is committed to protecting your privacy. This Privacy Policy explains how Overlay collects, uses, and shares the personal information we collect from visitors to our website (“Website”). For information about how we collect and use information collected from our customers (“Customer Data”) during the provision of our service (“Service”), please see “Customer Data,” below. By accessing or using our Service, you signify that you have read, understood and agree to our collection, storage, use and disclosure of your personal information as described in this Privacy Policy.

We collect personal information about you from various sources to provide our services to you, to analyze and improve our services, and to communicate with you. To help you understand how we use and share this information, this Privacy Policy describes our data privacy and confidentiality practices.

Capitalized terms that are not defined herein have the meanings given them in our [Terms of Service](#).

### ***1. How We Collect and Use Information***

We collect personal information from our website visitors in order to provide you with a personalized, useful and efficient experience. The categories of information we collect can include:

Information that you provide to us. We collect information that you provide to us when you set up an account with us, use our Services, or communicate with us. For example, we may request your personal information (e.g., name, postal address, email address, telephone number, credit/debit card number, security code) or your applicable business information when you register for an account or purchase our Service. We may also collect any communications that you exchange with us, as well as any information you provide if you take part in any interactive features of the Service.

Information collected through technology. We automatically collect certain types of usage information when you visit our website or use our Service. When you visit the Service, we may send one or more cookies — a small text file containing a string of alphanumeric characters — to your computer that uniquely identifies your browser and lets us help you log in faster and enhance your navigation through the site. A cookie may also convey information to us about how you use the Service (e.g., the pages you view, the links you click, how frequently you access the Service, and other actions you take on the Service), and allow us to track your usage of the Service over time. We may collect log file information from your browser or

mobile device each time you access the Service. Log file information may include anonymous information such as your web request, Internet Protocol (“IP”) address, browser type, information about your mobile device, referring / exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information. We may employ clear gifs (also known as web beacons) which are used to anonymously track the online usage patterns. In addition, we may also use clear gifs in HTML-based emails to track which emails are opened and which links are clicked by recipients. The information allows for more accurate reporting and improvement of the Service. We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Service and to understand more about the demographics of our visitors. These tools collect information sent by your browser or mobile device, including the pages you visit, your use of third party applications, and other information that assists us in analyzing and improving the Service. Although we do our best to honor the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser at this time.

When you access our Service by or through a mobile device, we may receive or collect and store a unique identification numbers associated with your device or our mobile application (including, for example, a UDID, Unique ID for Advertisers (“IDFA”), Google Ad ID, or Windows Advertising ID), mobile carrier, device type, model and manufacturer, mobile device operating system brand and model, phone number, and, depending on your mobile device settings, your geographical location data, including GPS coordinates (e.g. latitude and/or longitude) or similar information regarding the location of your mobile device.

Information from other sources. We may obtain information from other sources, such as third-party information providers, or through

mergers and acquisitions, and combine this with information previously collected. In these cases, our Privacy Policy governs the handling of the combined personal information.

We use this information to operate, maintain, and provide to you the features and functionality of the Service, as well as to communicate directly with you, such as to send you email messages about products and services that may be of interest to you. We may also send you Service-related emails or messages (e.g., account verification, billing confirmation, changes or updates to features of the Service, technical and security notices). Similarly, if you request information from us through an online contact form or if you email us, we collect the information you provide (e.g., name, telephone number, email address) so that we can respond to you. For more information about your communication preferences, see “Your Choices Regarding Your Information” below.

## ***2. How We Share Personal Information***

We may share your personal information in the instances described below. For further information on your choices regarding your information, see “Your Choices Regarding Your Information.”

- We may share your personal information with third-party service providers or business partners who help us deliver or improve our service, for example, providers who help us process payments, send postal mail, provide back-office services, or measure site traffic.
- We may aggregate, or strip information of personally identifying characteristics, and then share that aggregated or anonymized information with third parties.
- We may share or disclose your personal information if we determine, in our sole discretion, that we are required to do so under applicable law or regulatory requirements, or if we reasonably believe disclosure is necessary to prevent harm or financial loss, or in connection with preventing fraud or illegal activity, and/or to enforce our [Terms of Service](#).
- We may share your personal information with corporate subsidiaries we own or control and which are governed by this Privacy Policy.



- We reserve the right to transfer any information we collect in the event we sell or transfer all or a portion of our business or assets (including any shares in the company) or any portion or combination of our products, services, businesses and/or assets. Should such a transaction occur (whether a divestiture, merger, acquisition, bankruptcy, dissolution, reorganization, liquidation, or similar transaction or proceeding), we will use reasonable efforts to ensure that any transferred information is treated in a manner consistent with this Privacy Policy.

### ***3. Customer Data***

In providing our Service, we provide tools to permit our Customers to collect information about their end users on their site or service, which may include personal information or data about our customers' end users as well as non-personally identifiable information or data about our customers' end users, such as actions and activities on the Customer site, click data, referral and exist data, and other behavioral tracking data (all of which we call "Customer Data"). Our Customers may link personally identifiable data to the non-personally identifiable tracking data collected by our Service. Customer Data is owned and controlled by our Customers, and any Customer Data that we maintain or process we consider to be strictly confidential. We collect and process Customer Data solely on behalf of our Customers, and in accordance with our agreements with the applicable Customers. We do not use or disclose Customer Data except as authorized and required by our Customers and provided for in our agreements with our Customers.

### ***4. Your Choices Regarding Your Information***

Email Communications. From time to time, we may send you emails regarding updates to our website, products or services, notices about our organization, or information about products/services we offer (or promotional offers from third parties) that we think may be of interest to you. If you wish to unsubscribe from such emails, simply click the "unsubscribe link" provided at the bottom of the email

communication. Note that you cannot unsubscribe from certain Services-related email communications (e.g., account verification, confirmations of transactions, technical or legal notices).

**Modifying Account Information.** If you have an online account with us, you have the ability to modify certain information in your account (e.g., your contact information) through “profile,” “account,” “settings,” or “preferences” options provided on the website or service. If you have any questions about modifying or updating any information in your account, please contact us at the email or postal address provided below. Please note that Overlay does not own or control the Customer Data uploaded to our Service by our Customers, and cannot modify or delete Customer Data except at the request of our Customer, or as permitted by our Terms of Service.

**Online Advertising and Controlling Cookies.** We may permit third party online advertising networks to collect information about your use of our website over time so that they may play or display ads that may be relevant to your interests on our Service as well as on other websites or apps. Typically, the information we share is provided through cookies or similar tracking technologies. You may be able to control the collection of information through cookies or other tracking technology by actively managing the settings on your browser or mobile device. Please refer to your browser’s or mobile device’s technical information for instructions on how to delete and disable cookies, and other tracking/recording tools. (To learn more about cookies, clear gifs/web beacons and related technologies, you may wish to visit <http://www.allaboutcookies.org> and/or the Network Advertising Initiative’s online resources, at <http://www.networkadvertising.org>). If you access our service on your mobile device, you may not be able to control tracking technologies through settings.

## ***5. Data Protection and Security***

Storage and Transfer: Your information may be stored and processed in the United States or any other country in which Overlay or its subsidiaries, affiliates or service providers maintain facilities. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. or any other country in which we or our parent, subsidiaries, affiliates or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

Keeping Information Safe: Overlay cares about the security of your information and uses commercially reasonable physical, technical and organizational measures designed to preserve the integrity and security of all information we collect and that we share with our service providers. However, no security system is impenetrable and we cannot guarantee the security of our systems 100%. In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations.

Overlay's obligations with respect Customer Data are defined in our agreements with our customers and are not included in this Privacy Policy. Each customer will remain responsible for the privacy and security of the Customer Data that it collects and processes and for compliance with applicable data protection laws that may apply to the collection, processing and disclosure of Customer Data.

## ***6. Links to Third-Party Websites and Services***

For your convenience, our website and Services may provide links to third-party websites or services that are not governed by this Privacy Policy. To the extent that any linked third-party websites or services you visit are not owned or controlled by Overlay, we are not responsible for those websites' or services' content or information practices. We encourage you to review the privacy policies of any site or service before providing any personal information.

## ***7. Children's Privacy***

Overlay's website and services are intended for use strictly by adults. We do not knowingly solicit or collect personal information from children under the age of 13. If we learn that any personal information has been collected from a child under 13, we will delete the information as soon as possible. If you believe that we might have collected information from a child under 13, please contact us at [support@Overlay.com](mailto:support@Overlay.com).

## ***8. Changes to Privacy Policy***

We reserve the right to change this Privacy Policy from time to time in our sole discretion. We will post changes on this page and indicate the "last modified" date at the top of this page. Please check back often for any updates. Your continued use of our website or services after any change in this Privacy Policy will constitute your acceptance of such change.

## ***9. Contact Us***

For additional inquiries about this Privacy Policy, please send us an email at [support@Overlay.com](mailto:support@Overlay.com).