

Drifty Co. (d/b/a Ionic) Privacy Policy

LAST UPDATED: July 29, 2021

Welcome to the Ionic Privacy Policy (“**Privacy Policy**”). We take the security of your information seriously, and work hard to maintain secure websites and services for your use. Drifty Co. (d/b/a Ionic), together with its affiliates (collectively, “**Ionic**”, “**we**”, “**us**”), provides services and tools for the development and design of cross-platform applications, including hybrid mobile applications, using certain web technologies and certain ancillary applications, analytics, documentation, and services.

This Privacy Policy is intended to better help you understand our practices regarding information collected through (i) our websites including but not limited to ionicframework.com, ionic.io, capacitorjs.com, stenciljs.com and our other affiliated websites (collectively, “**Websites**”), (ii) our products and services, and (iii) any other digital properties that we own or control (collectively, the “**Ionic Services**” or “**Services**”) whether you are a customer that uses Ionic Services, an end user of our customers’ services that utilize our technology solutions, or whether you are simply visiting our Websites. This Privacy Policy describes how Ionic collects, processes, shares and retains the personal information (or in the EU/Switzerland: “personal data”) you provide to us.

When you interact with the Ionic Services, you consent to such collection, processing, sharing and retaining of information (including personal information/personal data) as described in this Privacy Policy and our Terms of Service. If you do not consent to the terms of this Privacy Policy and our Terms of Service, do not continue to interact with or use the Ionic Services.

European Residents: If you are in the European Union, the European Economic Area or Switzerland, please also see our [European Privacy Policy](#) for further information on your rights under applicable European privacy law.

QUICK LINKS:

- [Information We May Collect](#)
- [Use of Information](#)
- [Sharing of Information](#)
- [Cookies and Similar Technologies](#)
- [Data Retention](#)
- [Choices and Opt-Out](#)
- [Cross-Device Tracking](#)
- [Employment Opportunities](#)
- [Third Party Sites](#)
- [Security](#)
- [Children](#)
- [International Data Transfers](#)
- [California Privacy Rights](#)
- [Questions, Complaints and Disputes](#)

- [Privacy Policy Updates](#)

Due to the global nature of the Ionic Services, our privacy practices may vary among the states, countries and regions in which we operate in order to comply with applicable legal requirements.

1. INFORMATION WE MAY COLLECT

The Ionic Services gather certain information automatically, some of which may be considered personal information under applicable law.

We collect, process, share, and retain information from you and any devices you may use when you access our Websites, use our Services, register for an account with us, provide us information on a web form, update or add information to your account, participate in community discussions, chats, or otherwise correspond with us. The specific information we collect depends upon your use of the Services and Websites, and is described below:

We may collect, among other things, the following types of information:

- Name
- Address (including billing and shipping address)
- Telephone number
- Email address
- Fax number
- Professional information, such as employer or organizational affiliation for a customer or partner
- Payment or financial information for billing purposes
- Screen name
- Screen sharing views, at the request of customers, for support and quality assurance (“QA”) purposes
- Any data in any files uploaded, emailed or otherwise provided by customers for support and QA
- Operating system type and version, web server type and version, database type and version
- Unique IDs such as a cookie placed on a computer or mobile device, or device IDs
- IP address or MAC address, and information derived from an IP or MAC address, such as geographic location
- Browsing activities, cookies and similar data, and platform or mobile application use data
- Referring domain, destination domain and destination path
- Geolocation data, including latitudinal and longitudinal data
- User IDs and passwords for customers with accounts on the Ionic Services
- Information about the performance, security, software configuration and availability of our software on your servers and network
- Website user statistics and website and viewing activity records
- Communication preferences
- Other similar information

We may also collect information, including personal information, in the following situations:

- **Registration, purchase and use of the Ionic Services:** Information such as name, email address, telephone number, company/organization, financial information, and other information, may be

collected in connection with registration for, purchase of or use of the Ionic Services (for example, to sign-up for and log into the Ionic Services). Customers may update their information by logging into their account. Information may also be collected to track license use.

- **Communications:** Personal information such as name, email address, and other information, may be collected, when provided in any communications, whether via email, social media, telephone or otherwise.
- **Support:** Personal information may be collected in connection with customer support, whether via screensharing, email, social media, telephone or otherwise.
- **Surveys and Research:** We may collect personal information from anyone participating in research and surveys.
- **Information We Automatically Collect:** We receive and store certain types of information whenever you interact with us or our Services and Websites. Our Websites use “cookies,” tagging and other tracking technologies. This information includes computer and connection information such as statistics on your page views, traffic to and from our Websites, referral URL, ad data, your IP address, and device identifiers; this information may also include your browsing history, transaction history, and your web log information.
- **Information From Social Media and Other Sites:** When you interact with our Websites or Services on a social media platform, we may collect the personal information that you make available to us on that page, including your account ID or username. If you choose to log in to your Ionic account with or through a social networking service, Ionic and that service may share certain information about you and your activities.
- **User Comments and Content:** If you post any comments or content on our Websites, you should be aware that any personally identifiable information you choose to provide there may be read, collected, or used by third parties. We are not responsible for the information you choose to submit and we cannot guarantee that third parties have not made copies of or will not use such information in any way.
- **Information From Other Sources:** We may supplement the personal information we collect with information from third parties and add it to your account information. Information from third parties may include, but is not limited to, demographic information that is publicly available, additional contact information, group affiliations, occupational information, and educational background.

You can choose not to provide us with certain information, but then you might not be able to take advantage of many features of the Websites and Ionic may not be able to provide you with certain Services.

2. USE OF INFORMATION

Ionic Services may use the information, including personal information, collected in connection with the Ionic Services for the purpose of providing the Services to our customers, as well as for supporting our

business functions, such as fraud prevention, marketing, analytics and legal functions, and other legitimate purposes.

To the extent permitted by applicable law and, for customer data, as permitted by our customer agreements, we may use information collected in connection with our Services:

- To operate the Ionic Services and provide support.
- To provide, maintain, and improve the Websites for internal or other business purposes.
- To fulfill customer requests, such as to create an Ionic Services account or to provide, produce, and ship ordered products or requested services.
- To communicate with our customers; to inform customers and users of products, programs, services, Customer Accounts, Content Owner Accounts, profiles or transactions with us, and changes to our policies or terms, as applicable.
- To send offers, promotions, or other communications about our products and Services, including special or promotional events, including services, products, or events for which we collaborate or co-offer with a third party.
- To send customers information regarding the Ionic Services, including information about features and enhancements on or to our Websites and issues specifically affecting Ionic Services.
- To respond to reviews, comments, or other feedback provided to us.
- To support, optimize, improve and personalize our Services, Websites, mobile services, and advertising, including tracking and evaluating the use of the Websites.
- To customize or personalize ads, offers and content made available to you based on your visits to and/or usage of the Websites or its services.
- In the case of server logs, to help us statistically monitor how many people are using our site and for what purpose.
- To send newsletters or other materials.
- To protect the security and integrity of our Services, content, and our business.
- For benchmarking, data analysis, audits, developing new products, enhancing the Ionic Services, facilitating product, software and applications development, improving our services, conducting research, analysis, studies or surveys, identifying usage trends, as well as for other analytics purposes.
- To perform statistical, demographic, and marketing analyses of users of the Websites and their viewing patterns.
- To meet our contractual requirements, to comply with applicable legal or regulatory requirements and our policies, and to protect against criminal activity, claims and other liabilities.
- For any other lawful purpose for which the information is provided, including fulfilling requests for information.

Aggregate Information. To the extent permitted by applicable law, we may use, process, transfer, and store any data about individuals and customers or partners in an anonymous (or pseudonymous) and aggregated manner. We may combine personal information with other information, collected online and offline, including information from third party sources. We may also use information in other ways with consent or as permitted by applicable law. By using the Ionic Services, our customers agree that we are hereby licensed to collect, use, share and store anonymized (or pseudonymized) aggregated data collected through the Ionic Services for benchmarking, analytics, A/B testing, metrics, research, reporting, machine learning and other business purposes.

Automated Decisions. To the extent permitted by applicable law, we may collect data in an automated manner and make automated decisions, including using machine learning algorithms, about individual users of the Ionic Services in order to provide or optimize the Ionic Services offered and/or delivered, for security or analytics purposes, and for any other lawful purpose.

3. SHARING OF INFORMATION

To the extent permitted by applicable law, Ionic may share and disclose information, including personal information, as set forth below:

- **Customers.** We may share information with our customers and their service providers and other platforms that may assist those customers.
- **Affiliates and Agents.** We may share information with our affiliates or any business partners or agents acting on our behalf.
- **Service Providers.** We may share information with our service providers, agents, vendors and other third parties we use to support and advertise the Ionic Services and our business. We share personal information with such third parties to the extent necessary to provide services to us, and pursuant to binding contractual obligations.
- **Advertising and Marketing.** To the extent permitted by applicable law, we may share information with third parties for marketing, advertising, promotions, contests, or other similar purposes and to provide you with customized or personalized ads, offers, and content. If required by applicable law, we will share such data for advertising and marketing purposes only in an aggregate, anonymous, and de-identified manner.
- **Mergers, Acquisitions, Divestitures.** We may share, disclose or transfer information to a buyer, investor, new affiliate, or other successor in the event Ionic, or any affiliate, portion, group or business unit thereof, undergoes a business transition, such as a merger, acquisition, joint venture, consolidation, reorganization, divestiture, liquidation or dissolution (including bankruptcy), or a sale or other transfer of all or a portion of any assets of Ionic or any affiliates or during steps in contemplation of such activities (e.g., negotiations and due diligence).
- **Law Enforcement and National Security.** We may share information with legal, governmental, or judicial authorities, as instructed or required by those authorities or applicable laws, or to comply with any law or directive, judicial or administrative order, legal process or investigation, warrant, subpoena, government request, regulatory request, law enforcement or national security investigation, or as otherwise required or authorized by law.
- **Protection of Rights, Property or Safety.** We may also share information if, in our sole discretion, we believe disclosure is necessary or appropriate to protect the rights, property or safety of any person, or if we suspect fraud or other illegal activity,

Ionic may also disclose personal information for other purposes or to other third parties when an individual has consented to, or requested, such disclosure, or where a customer has obtained permission from such individual, or where such disclosure is otherwise legally permitted for legitimate business purposes, and, for customer data, with such customer's authorization or otherwise in accordance with Ionic' agreement with such customer.

4. COOKIES AND SIMILAR TECHNOLOGIES

We may use cookies and similar technologies to operate and improve the Ionic Services, as well as to simplify our interaction with you. A "cookie" is a unique numeric code that we transfer to your computer

so that we can keep track of your interests and/or preferences and recognize you as a return visitor to the Services. We may use cookies, log files, pixel tags, web bugs, web beacons, clear GIFs, Local Storage Objects (LSOs) such as HTML5 and Flash or other similar technologies to collect information about the ways you interact with and use the Ionic Services, to support and enhance features and functionality, to monitor performance, to personalize content and experiences, for marketing and analytics, and for other lawful purposes.

We may use the following types of cookies and similar technologies:

- **Strictly necessary cookies** required for the operation of the Ionic Services. They include, for example, cookies that enable you to log into secure areas.
- **Analytical/performance cookies** that collect information about how you use the Ionic Services. They allow us to recognize and count the number of visitors and to see how visitors move around our Websites. This helps us to improve the way our Websites work. [These cookies are sometimes placed by third party providers of web traffic analysis services.]
- **Functionality cookies** that remember choices you make and recognize you when you return. This enables us to personalize our content, greet you by name and remember your preferences (for example, your choice of language or region).
- **Targeting cookies** that collect information about your browsing habits such as the pages you have visited and the links you have followed. We use this information to make our Website more relevant to your interests, and, if we enable advertising, to make advertising more relevant to you, as well as to limit the number of times you see an ad. These cookies are usually placed by third-party advertising networks. [They remember the other websites that you visit and this information is shared with third-party organizations, for example, advertisers.]

Most internet browsers accept cookies by default. You can block cookies by activating the setting on your browser that allows you to reject all or some cookies. The help and support area on your internet browser should have instructions on how to block or delete cookies. Some web browsers (including some mobile web browsers) provide settings that allow you to control or reject cookies or to alert you to when a cookie is placed on your computer, tablet or mobile device. Although you are not required to accept cookies, if you block or reject them, you may not have access to all of the features available through the Ionic Services.

For more information, visit the help page for your web browser or see <http://www.allaboutcookies.org> or visit www.youronlinechoices.com which has further information about behavioral advertising and online privacy.

We may use third party analytics such as Google Analytics or similar analytics services. For information on how Google processes and collects your information regarding Google Analytics and how you can opt-out, please see <https://tools.google.com/dlpage/gaoptout> .

We may also use third-party vendor marketing tools, including the Google Adwords tracking cookie and similar mechanisms from Hubspot, Amplitude, Salesforce, LinkedIn and others to provide you with customized or personalized ads or other messages. These messages may appear on sites across the Internet. The third-party vendors use cookies, web beacons, and similar technologies to help us tailor advertising that we think may be of interest to you and to collect and use other data about user activities on our Websites and Services to provide you with personalized information about products, services, programs, events and advertising.

To opt-out of the collection and use of information for such marketing on Facebook, please visit www.aboutads.info/choices. To opt-out of Google's use of cookies, please visit Google's Ads Settings at <https://adssettings.google.com/>. You can also opt out of certain third-party vendors' use of cookies by visiting the Network Advertising Initiative opt-out page at http://www.networkadvertising.org/managing/opt_out.asp.

5. DATA RETENTION

To the extent permitted by applicable law, we may retain information for as long as the account of the customer for whom we collected the information is active, for at least six (6) months thereafter, or as long as is reasonably necessary to provide the Ionic Services or as needed for other lawful purposes. We may retain cached or archived copies of information. We may retain anonymized or pseudonymized, aggregated data indefinitely, to the extent permitted under applicable law. We may be required to retain some data for a longer period of time because of various laws and regulations or because of contractual obligations. We also will retain information as long as reasonably necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

6. CHOICES AND OPT-OUT

To the extent required by applicable law, or in our discretion otherwise, we will allow customers and individuals to limit use of personal information. If at any time after providing us with your personal information such information changes or you change your mind about receiving information from us, you may request access to your data or that your data be changed.

If you no longer wish to receive our communications, you may opt-out of receiving them at any time by following the instructions included in each communication, by going to our Unsubscribe page <https://ionicframework.com/unsubscribe>, or by mail at Drifty Co. (d/b/a Ionic), 121 S. Pinckney St. Suite 300 Madison, WI 53703; Attn: Privacy.

7. CROSS-DEVICE TRACKING

When you use your mobile device to interact with us or use the Ionic Services, we may receive information about your mobile device, including a unique identifier for your device. We and our service providers and third parties we collaborate with, including ad networks, may use cross-device/cross-context tracking. For example, you might use multiple browsers on a single device, or use various devices (such as desktops, smartphones, and tablets), which can result in your having multiple accounts or profiles across these various contexts and devices. Cross-device/cross-context technology may be used to connect these various accounts or profiles and the corresponding data from the different contexts and devices.

8. EMPLOYMENT OPPORTUNITIES

We provide you with a means for submitting your resume or other personal information through our Website or Services for consideration for employment opportunities at Ionic. Personal information received through resume submissions will be kept confidential. We may contact you for additional information to supplement your resume, and we may use your personal information within Ionic, or keep it on file for future use, as we make our hiring decisions.

9. THIRD PARTY SITES

The Ionic Services may provide links to other websites or resources over which Ionic does not have control (“External Web Sites”). Such links do not constitute an endorsement by Ionic of those External Web Sites. You acknowledge that Ionic is providing these links to you only as a convenience, and further agree that Ionic is not responsible for the content of such External Web Sites. Your use of External Web Sites is subject to the terms of use and privacy policies located on the applicable External Web Site. We encourage you to be aware when leaving our Services and to read the privacy statements of External Web Sites that collect your personal information.

10. SECURITY

To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of personal information, we employ procedural and technological measures that are reasonably designed to help safeguard the information we collect. Only authorized Ionic personnel have access to the personal information, including server logs and cookie utilization data, that we collect. These individuals are required to follow strict security policies and procedures. Ionic may use encryption, secure socket layer, firewall, password protection and other physical and logical security measures to help prevent unauthorized access to such. Ionic may also place internal restrictions on who in the company may access data to help prevent unauthorized access to such information.

Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. Therefore, despite our efforts, we cannot guarantee its absolute security. We do not warrant or represent that personal information about you will be protected against, loss, misuse, or alteration by third parties.

If you use the Services, you are responsible for maintaining the confidentiality of your access information and password. You are responsible for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your password. We cannot secure any personal information that you release on your own, that you request us to release or that is released through another third party to whom you’ve given access.

Where required under applicable law or by contract, we will notify the appropriate parties or individuals of any loss, misuse or alteration of personal information so that such parties or individuals can take the appropriate actions for the due protection of their rights. If such personal information is information of an Ionic customer, we will notify such customer and coordinate with them regarding any required notices to particular individuals.

11. CHILDREN

We recognize the importance of protecting the privacy and safety of children. The Ionic Services are not intended for children under 13 years of age - and for European residents, for children under 16 years of age - see our [European Privacy Policy](#). We do not knowingly collect personal information from children under 13. Anyone under 13 should not use the Ionic Services. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us as set forth below.

12. INTERNATIONAL DATA TRANSFERS

The Ionic Services may be provided using resources and servers located in various countries around the world, including the United States and other countries. Therefore, personal information about individuals or customers may be transferred, processed and stored outside the country where the Ionic Services are used, including to countries outside the European Union (“EU”), European Economic Area (“EEA”) or Switzerland, where the level of data protection may not be deemed adequate by the European Commission. With respect to Europe, please see our [European Privacy Policy](#), which supplements this policy.

13. CALIFORNIA PRIVACY RIGHTS

If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal information to third parties for their direct marketing purposes. To learn more about your California privacy rights, please read our [CCPA Privacy Notice](#). To request a list of the names and addresses of third parties to whom we disclosed such information during the preceding calendar year along with a list of the categories of information disclosed, please send an email to privacy@ionic.io.

14. QUESTIONS, COMPLAINTS AND DISPUTES

If you have any questions about this Privacy Policy, or our collection, use, sharing or storage of information about you, you can contact us by email at privacy@ionic.io, or write to the following address:

Attn: Privacy Team
Drifty Co. (d/b/a Ionic)
121 S. Pinckney St.
Suite 300
Madison, WI
53703
Phone: +1 (608) 807-5560

A. CLASS ACTION WAIVER. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

B. DISPUTE RESOLUTION

Except as otherwise expressly provided above, or in our European privacy policy or otherwise required by applicable law, you agree that the exclusive jurisdiction of any actions arising out of, relating to, or in any way connected with, this privacy policy, shall be in the state or federal courts, as applicable, located in the Madison, WI. Any dispute, controversy, or claim arising out of or relating to this privacy policy or the collection, use, storage or transfer of any of your information or data, including, but not limited to, the arbitrability of the matter or the formation, interpretation, scope, applicability, termination, or breach of this privacy policy, shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined

Arbitration Rules and Procedures, or JAMS International Arbitration Rules, if the matter is deemed "international" within the meaning of that term as defined in the JAMS International Arbitration Rules. The arbitration shall be administered by JAMS, shall take place before a sole arbitrator, and shall be conducted in Madison, WI. If the JAMS International Arbitration Rules apply, the language to be used in the arbitral proceedings will be English. Judgment upon the arbitral award may be entered by any court having jurisdiction. This section shall apply to and require arbitration of all disputes, controversies, and claims, regardless of whether such disputes, controversies, or claims concern a single individual, entity, or other person, multiple individuals, entities, or other people, or classes of individuals, entities, or other people. You hereby consent to receive service of process by electronic means or social media to the extent allowed by the applicable court. This constitutes express agreement of the parties regarding your consent pursuant to United States Federal Rule of Civil Procedure 5(b)(2)(E) and any applicable state (or other jurisdiction) equivalent.

15. PRIVACY POLICY UPDATES

Ionic may update this Privacy Policy from time to time in our sole discretion to reflect changes to our information and privacy practices. Ionic will post any updated Privacy Policy on this page at <https://ionicframework.com/privacy> or in the Ionic Services, or with any notice to individual users if required by applicable law. Continued use of the Ionic Services after any such modifications constitutes acceptance to any such modified Privacy Policy. Ionic encourages you to review this Privacy Policy regularly for any changes. The date of last revision is shown at the "*Last Updated*" legend at the top of this page.

If you have any questions regarding our Privacy Policy, the practices of this site, or your dealings with us, please feel free to email us at privacy@ionic.io.

EUROPEAN PRIVACY POLICY

The following European Privacy Policy applies if you are in the European Union, the European Economic Area and Switzerland.

Personal Data and Processing. For the purposes of this European Privacy Policy:

“Personal Data” means any information relating to an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of such natural person; and

“Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Transfers of Your Information. . We were in the process of preparing to submit our certification of compliance with the [EU-U.S. and Swiss-U.S. Privacy Shield](#) with respect to the personal data of users of the Ionic Services who are residents of the European Union (“EU”), European Economic Area (“EEA”) and Switzerland that we receive and process through the Ionic Services when, on July 16, 2020, the Court of Justice of the European Union (CJEU) invalidated the EU-U.S. Privacy Shield. Further, on September 8, 2020, the Swiss Data Protection Authority announced that it no longer considers the Swiss-U.S. Privacy Shield adequate for the purposes of transfers of personal data from Switzerland to the U.S. In light of these decisions, the Company rely on use of the European Union Standard Contractual Clauses for the transfer of personal data and/or another appropriate legal basis for data transfers, where required. We will continue to monitor guidance regarding appropriate and lawful transfer mechanisms and will update our processes as needed.

Purposes and Legal Basis for Processing Personal Data. Ionic processes data for the purposes as set forth in our Privacy Policy, including to provide the Ionic Services and as explained in the [Use of Information](#) and [Sharing of Information](#) sections. To fulfill these purposes, Ionic may access data, including Personal Data, to provide the Ionic Services, to correct and address technical, service or security problems, or in response to contractual requirements. Please see our Ionic Privacy Policy [Information We Collect](#) and [Data Retention](#) sections for additional details on how we collect, use, disclose and share data, make automated decisions, and retain data, including Personal Data, about individual users or customers.

Our legal basis for the processing of Personal Data are: (i) consent or (ii) any other applicable legal basis, such as our legitimate interest in engaging in commerce, offering products and services of value to the customers of the Ionic Services, preventing fraud, ensuring information and network security, direct marketing and advertising, and complying with industry practices.

Additional Rights for European Residents. As a resident of the EU or a country following substantially similar legislation regarding the protection of Personal Data, individuals may have one or more of the following additional rights:

Access. To request a copy of the Personal Data we have collected about you by contacting us.

Rectification & Erasure. To request that we rectify or delete any of the Personal Data about you that is incomplete, incorrect, unnecessary or outdated.

Objection. To object, at any time, to Personal Data about you being Processed for direct marketing purposes.

Restriction of Processing. To request restriction of Processing of Personal Data about you for certain reasons, such as, for example, if you consider Personal Data about you collected by us to be inaccurate or you have objected to the Processing and the existence of legitimate grounds for Processing is still under consideration.

Data Portability. To request and receive the Personal Data we have collected about you in a commonly used and machine-readable form.

Right to Withdraw Consent. If Personal Data about you is processed solely based on your consent and not for any other legitimate interest, to withdraw your consent at any time, without affecting the lawfulness of our Processing based on such consent before it was withdrawn, including processing related to existing contracts for our products and services.

Right to Lodge a Complaint with a DPA. If you believe our Processing of Personal Data about you is inconsistent with the applicable data protection laws, to lodge a complaint with your local supervisory data protection authority (“DPA”).

To exercise any of the above listed rights, please contact us as set forth below and provide sufficient details so that we can respond appropriately. We will process any requests in accordance with applicable law and within a reasonable period of time. We may need to verify the identity of the individual submitting a request before we can address such request. If the request relates to data our customers collect and process through the Ionic Services, we will refer the request to that customer and will support them in responding to the request. For Ionic customers, certain information may be reviewed, corrected and updated by logging into the Ionic Services account and editing the profile information.

Compelled Disclosures. Ionic may be required to disclose Personal Data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Data Protection Contact. Unless otherwise specified, the data controller of personal data uploaded to the Ionic Services is the Ionic customer for whom such Services are provided and Ionic is the processor of such data for such customer. In certain cases, Ionic may also be the controller of aggregated, anonymous or pseudonymous data relating to the Ionic Services. Our Data Protection Contact for the personal information collected in connection with the Ionic Services is:

Attn: Privacy Team
Drifty Co. (d/b/a Ionic)
121 S. Pinckney St.
Suite 300
Madison, WI

53703

Phone: +1 (608) 807-5560