

SGI-DNA, Inc. Privacy Policy

Last modified: February 25, 2015

1. Introduction and Acceptance of Terms

This privacy policy (“Privacy Policy”) describes how SGI-DNA, Inc. (the “Company” or “We”) may collect and use the personal information you provide when using our Service. The term “Service” includes the website <http://www.sgidna.com/> and its respect sub-domains, and any related content, software, applications, widgets, materials and/or services made available by SGI-DNA, Inc. For purposes of this Privacy Policy, the terms “we,” “us” and “our” refer to SGI-DNA, Inc. “You” refers to you, as a user of the Service.

This Privacy Policy also describes the choices available to you regarding our use of your Personally Identifiable Information (as defined below) and how you can access and update this information. Your use of this Service indicates that you accept our Privacy Policy and Terms of Service available at <http://www.sgidna.com/>, and consent to our collection, storage, use and disclosure of your personal information and other information as described in this Privacy Policy. Capitalized terms not defined in this Privacy Policy have the meanings set forth in the General Terms of Service (located at <http://www.sgidna.com/>).

Please read this Privacy Policy carefully to understand our policies and practices regarding your information and how we will treat it. By accessing or using this Service, you agree to be bound by this Privacy Policy. If you do not agree to abide by this or any future Privacy Policy, do not use or access our Service.

2. Scope of Privacy Policy

This Privacy Policy covers the treatment of Personally Identifiable Information (as defined below) gathered when you are using or accessing the Service. This Privacy Policy also covers our treatment of any Personally Identifiable Information that our business partners share with us or that we share with our business partners.

This Privacy Policy does not apply to the practices of third parties that we do not own or control, including but not limited to any third party websites, services and applications (“Third Party Website”) that you elect to access through the Service or to individuals that we do not manage or employ. While we attempt to facilitate access only to those Third Party Websites that share our respect for your privacy, we cannot take responsibility for the content or privacy policies of those Third Party Websites. We encourage you to carefully review the privacy policies of any Third Party Website you access.

3. Information We Collect and How We Collect It

When you use the Service you provide us with two types of information: (i) information you submit via the Service; and (ii) information regarding your use of the Service collected by us as you interact with the Service. The information we gather enables us to personalize, improve and continue to operate the Service and to provide you with the services and information you request.

In connection with certain aspects of the Service, we may request, collect and/or display some of your Personally Identifiable Information. We collect several types of information from and about you, including:

- information that, taken alone, identifies you and that can be used to contact you, on-line or offline (“Personally Identifiable Information”), which may include, for example, your legal personal or business name; legal physical address; email address; telephone number, date of birth, fax number, logon credentials, I.D. number, employment title, and/or payment information; and
- information about your use of our Service, which may include, for example, internet connection, your computer and software you use to access our Service, including your Internet Protocol (“IP”) address or other device identifiers.

Below, we detail the specific types of information we collect from our users.

a. Account Information

When you create an Account, you will provide information that could be Personally Identifiable Information, such as your name, username, password, postal address, payment information, telephone number, fax number, and email address. You acknowledge that this information may be personal to you, and by creating an Account on the Service and providing Personally Identifiable Information to us, you allow others, including us, to identify you, and therefore, you may not be anonymous. If we allow you to make a purchase on the Service using a credit card, then any credit card information you provide will not be stored by us, but will be stored and used by our third party credit card processors in order for them to process any such credit card payments.

We may use your contact information to send you information about our Service or to receive marketing emails. Our marketing emails tell you how to “opt-out.” If you opt out, we may still send you non-marketing emails. Non-marketing emails include emails about your Account and our business dealings with you. We also reserve the right to contact you when we believe it is necessary, such as for Account recovery purposes.

b. IP Address Information and Other Information Collected Automatically

We automatically receive and record information from your web browser when you interact with the Service, including your IP address and cookie information. Generally, the Service automatically collects usage information, such as the number and frequency of visitors to the Service. We may use this data in aggregate form, that is, as a statistical measure, but not in a manner that would identify you personally. This type of aggregate data enables us and third

parties authorized by us to figure out how often individuals use parts of the Service so that we can analyze and improve them.

c. Information Collected Using Cookies

“Cookies” are small data files that are sent to your web browser when you access a website, and the files stored on your device’s hard drive. We use “session” cookies to keep you logged in while you use our Service, to track your preferences and to track trends and monitor usage and web traffic information on our Service. These are erased when you close your browser. We use “persistent” cookies to relate your use of our Service to other information about you and store information about your preferences to make your user experience consistent and customized. For example, we may create a persistent cookie that includes some basic information about you, like your favorite website locations and whether customer support responded to your inquiry. These cookies stay on your hard drive until you erase them or they expire and associate your information with your account even if you are logged out.

Most browsers automatically accept cookies, but you can change your settings on the browser settings to refuse cookies or prompt you before accepting cookies. You can also use your browser settings or other tools to delete cookies you already have. However, if you disable or refuse cookies, then certain features of our Service may be inaccessible or not function properly.

Our cookies do not, by themselves, contain Personally Identifiable Information, and we do not combine the general information collected through cookies with other Personally Identifiable Information to tell us who you are. As noted, however, we do use cookies to identify that your web browser has accessed aspects of the Service and may associate that information with your Account if you have one.

Certain features of our Services may use local shared objects (or “flash cookies”). Flash cookies are small files similar to browser cookies that collect and store information about your preferences and where you browse and what you look at on our Service. Flash cookies are not managed by the same browser or device settings that are used for browser cookies. You may adjust your Adobe Flash Player settings to prevent flash cookies from being placed on your hard drive.

This Privacy Policy covers our use of cookies only and does not cover the use of cookies by third parties. We do not control when or how third parties place cookies on your computer. For example, third party websites to which a link points may set cookies on your computer.

We do not automatically collect Personally Identifiable Information, but we may tie Personally Identifiable Information with the automatically collected information using the above tools or information collected from other sources.

We do not track our users across Third Party Websites and thus do not respond to Do Not Track (“DNT”) signals. However, some Third Party Websites do keep track of your browsing activities when they serve you content, which enables them to tailor what they present to you. If you are visiting such sites, certain website browsers allow you to set the DNT signal on your browser so that third parties (particularly advertisers) know you do not want to be tracked.

4. Minors and Children Under Age 13

We are committed to complying with all aspects of the Children’s Online Privacy Protection Act (“COPPA”). We do not knowingly collect or solicit Personally Identifiable Information from anyone under the age of 13 or knowingly allow such persons to register on our Service. If you are under 13, please do not attempt to use or register on our Service or send any Personally Identifiable Information about yourself to us, including your name, address, telephone number, or email address. No one under age 13 may provide any Personally Identifiable Information to the Company or on the Service. In the event that we learn that we have collected Personally Identifiable Information from a child under age 13, we will delete that information where reasonably possible. If you believe that we might have any information from or about a child under 13, please send a detailed message to info@sgidna.com

5. Our Use of Your Information

We may use information that we collect about you or that you provide to us, including any Personally Identifiable Information to:

- provide to you and communicate with you about the services, content, features or products you use or request;
- customize and optimize the content you receive when you use the Service, and otherwise improve your experience on our Service;
- analyze and improve our services, which may include tracking traffic, usage, and navigation patterns related to your activities on the Service;
- secure your Account and prevent fraud;
- carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for payment, billing and collection;
- In any other way we may describe when you provide the information; and
- For any other purpose with your consent.

6. Sharing Information with Third Parties

We may share Personally Identifiable Information with our business partners (such as third party payment processors) in order to provide you a service you use or request or for payment, billing and collection, subject to commitments by such parties to use your information only for that purpose and to protect it from disclosure.

We may share Personally Identifiable Information in response to a valid law enforcement request or legal process, to protect our rights and property or those of third parties, or as otherwise permitted or required by law.

We may share Personally Identifiable Information with a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of the Company's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which Personally Identifiable Information held by the Company about our Service users is among the assets transferred.

Additionally, in the following circumstances, we may disclose your Personally Identifiable Information without your consent:

- if we believe there is a serious and imminent threat to the life, health or safety of yourself or another person (for example, if we learn that a person is suffering abuse or has made statements of an intent to commit self-harm or harm another);
- to investigate or report on activity which we believe on reasonable grounds to be unlawful;
- if disclosure is required or authorized by law (for example, in response to a subpoena or where a regulatory authority has the power to request the provision of certain records or information);
- if disclosure is reasonably necessary to enable an enforcement body to perform its functions, for example the prevention, detection, investigation, prosecution or punishment of criminal offenses, or the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal; or
- if we deem it necessary in our sole discretion to protect our legal and legitimate business interests.

7. Accessing and Modifying Your Information

You will have the opportunity to review and modify the information stored in your Account any time you log onto your Account using the username and password listed on the Account.

8. Protecting Your Information

We take the security of your Personally Identifiable Information very seriously, and have implemented policies and procedures, including technical measures, that are designed to help safeguard it. Please remember that you play a valuable part in security as well. Your password to access our Service, which you select at registration, should never be shared with anyone and should be changed frequently. While we strive to use best practices to protect your Personally Identifiable Information, the Internet and computer technology is not 100% secure and we cannot absolutely ensure the security of any Personally Identifiable Information that you provide to us.

9. California Residents.

California residents may choose to request certain information regarding our disclosure of Personally Identifiable Information to third parties for their direct marketing purposes or choose to opt out of such disclosure. Our policy is not to disclose Personally Identifiable Information collected online to a third party for directing marketing without your approval. To make a request or to opt out at any time, please contact us at info@sgidna.com or the other contact information provided below.

10. Changes to Privacy Policy

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. It may be necessary from time to time for us to modify this Privacy Policy to reflect changes in the way we collect and use information or changes in privacy-related laws, regulations, and industry standards. Accordingly, we reserve the right to change this policy at any time by posting the revised policy on this Service and updating the “last modified” date at the top of this page. If the changes are material, we will provide you additional, prominent notice as appropriate under the circumstances. We encourage you to refer to this Privacy Policy on an ongoing basis so that you understand our current privacy policy. If revisions to the Privacy Policy are unacceptable to you, you must cease using this Service.

11. Contact Us

If you have any questions or suggestions regarding our Privacy Policy, please contact us at info@sgidna.com.