

PRIVACY AND COOKIE POLICY

Introduction

This policy applies to the SparkPost.com service and any other messaging services (the “Services”) offered by Message Systems, Inc., a Delaware corporation (“we” or “us”), to any individual, business entity, and/or User (“you”) through the URL SparkPost.com or any other website or mobile applications (collectively, the “Site”) that link to this policy. We are committed to protecting the privacy of users of the Services; maintaining the integrity of information collected through the Site, and other information provided to or collected by us; and ensuring the data privacy compliance of the Services. This policy explains our commitments and rights with regard to data that we may collect about you and data that you entrust to our Services. The first section of this policy explains our commitments and rights with regard to data that we may collect about you. The second section of this policy applies to information which is processed by us on your behalf as part of the Services that we offer. By using the Site and/or the Services, you consent to our collection, use and disclosure of information – and our processing of your data – as described in this policy.

SECTION ONE – INFORMATION WE MAY COLLECT AND CONTROL

Information we collect

Collection from you. We collect personal information (“personally identified information“ or “PII”) about users of the Site. In general, that means that we collect PII about you when you provide it. The other instances when we collect PII about you that may not come directly from you or that you may not provide, are described below. We may collect PII about you if you do any of the following:

- Register as a user of the Site and/or the Services
- Use the Services to send email or other digital messages
- Use the Site to communicate with or otherwise interact with other users, our staff, or other persons who are permitted to interact with and use the Site
- Participate in any contests, surveys, user panels, focus groups or other interactive services on the Site
- Visit or participate in forums or other discussions that we host or sponsor
- Submit your contact information to us for the purpose of being contacted regarding our Services and for us to provide customer support

We may collect the following PII:

- Your contact information including without limitation your name, physical address, mailing address, email address, and phone and fax numbers
- Your billing information (e.g. credit card information, billing address, etc.)
- Your demographic and survey information: Job function, title, topics of interest, purchasing plans, responses to surveys solicited online and offline, and information solicited through online registration forms.
- Your history as our customer, including your order and payment history, Site and Services usage, promotional history and response.

- All content posted in public areas (including but not limited to online forums, comments on blog posts or articles, and other community areas). In order to maintain standards for online conduct in public areas we sponsor, we will remove or appropriately edit/redact an inappropriate posting when we find it.

COOKIES

We apply different types of cookies and other similar technologies on the Site.

- WHAT IS A COOKIE?

Cookies are a standard feature of websites that allow us to store small amounts of data on your computer about your visit to the Site. Cookies help us to learn which areas of the Site are useful and which areas in need of improvement.

- WHAT COOKIES DO WE USE?

Below we list the different types of cookies that may be used on the Site.

Essential Cookies. Essential cookies enable you to navigate the Site and to use the Services or features. Without these absolutely necessary cookies, the Site will not perform as smoothly for you as we would like it to and we may not be able to provide the Site or certain Services or features.

Cookie name	Description of purpose	Persistent or session cookie? When do persistent cookies expire?	1st party (set by the site being visited) or 3rd party across different sites?
momentumApplicaiton-auth	This cookie stores a temporary API token that is used for subsequent calls from our Web User Interface (UI) to our application programming interface (API).	Persistent cookie Expires after 24 hours	1st party cookie - www.messagesystems.com
momentumApplication-user	This cookie stores username, customer ID (integer), and email for display in our Web UI.	Persistent cookie - Expires after 24 hours	1 st party cookie - www.messagesystems.com

Preference Cookies. Preference cookies collect information about your choices and preferences, and allow us to remember language or other local settings and customize the Site accordingly.

Cookie name	Description of purpose	Is the cookie persistent or a session cookie? When do persistent cookies expire?	1 st party (set by the site being visited) or 3 rd party across different sites?
nrelateInt2	Deliver customized content and features based on user choices and past browsing - used to display additional content user may like when browsing	Persistent cookie - Expires after 90 days	3rd party - nRelate - http://nrelate.com/privacy-policy/#section4
LiveRamp	Deliver customized content and features based on user choices and past browsing - used to present online content that is more likely to match users interests	Persistent cookie - Expires after 180 days	3rd party - LiveRamp - http://liveramp.com/data-privacy-policy/

Social Media Cookies. Social media cookies collect information about social media usage.

Cookie name	Description of purpose	Is the cookie persistent or a session cookie? When do persistent cookies expire?	1 st party (set by the site being visited) or 3 rd party across different sites?
_stid, _uset, UID, UIDR	Track members/non-members of social media for behavioral advertising, analytics, market research	Persistent cookie Expires after 2 years	3rd Party - ShareThis - http://www.sharethis.com/legal/privacy

Analytics Cookies. Analytics cookies collect information about your use of the Site, and enable us to improve the way it works. For example, analytics cookies show us which are the most frequently visited pages on the Site, help us record any difficulties you have with the Site, and show us whether our advertising is effective or not. This allows us to see the overall patterns of usage on the Site, rather than the usage of a single person. We use the information to analyze the Site traffic, but we do not examine this information for individually identifying information.

Cookie name	Description of purpose	Is the cookie persistent or a session cookie? When do persistent cookies expire?	1 st party (set by the site being visited) or 3 rd party across differnt sites?
_ga	Analyze audience to improve site design and content - Used to distinguish users.	Persistent cookie Expires after 2 years	3rd Party Google Analytics - https://www.google.com/policies/privacy/
__utma	Analyze browsing activity across sites to establish user profile - Used to distinguish users and sessions.	Persistent cookie Expires after 2 years	3rd Party Google Analytics - https://www.google.com/policies/privacy/
__utmb	Analyze browsing activity across sites to establish user profile - Used to determine new sessions/visits	Persistent cookie Expires after 30 minutes	3rd Party Google Analytics - https://www.google.com/policies/privacy/
__utmc	Analyze browsing activity across sites to establish user profile - Operated in conjunction with the __utmb cookie to determine whether the user was in a new session/visit.	Session cookie	3rd Party Google Analytics - https://www.google.com/policies/privacy/
__utmz	Analyze browsing activity across sites to establish user profile - Stores the traffic source or campaign that explains how the user reached your site.	Persistent cookie Expires after 6 months	3rd Party Google Analytics - https://www.google.com/policies/privacy/
__utmv	Analyze browsing activity across sites to establish user profile - Used to store visitor-level custom variable data.	Persistent cookie Expires after 2 years	3rd Party Google Analytics - https://www.google.com/policies/privacy/

Advertising Cookies. Advertising cookies are set to display targeted promotions or advertisements based upon your interests on the Site or to manage our advertising. These cookies collect information about your activities on this and other sites to provide you targeted advertising.

Cookie name	Description of purpose	Is the cookie persistent or a session cookie? When do persistent cookies expire?	1 st party (set by the site being visited) o3 rd party across different sites?
__gads	Deliver behavioral/targeted advertising	Persistent cookie Expires after 2 years	3rd party Google DoubleClick http://www.google.com/intl/en/policies/
Twitter cookies	Deliver behavioral/targeted advertising	May use session and persistent cookies. Expires after 90 days	3rd party - Twitter - https://support.twitter.com/articles/20170514-twiters-use-of-cookies-and-similar-span
Adroll cookies	Deliver behavioral/targeted advertising	May use session and persistent cookies. Expires after 90 days	3rd party Adroll http://www.adroll.com/about/privacy
uuid2, uuid2 (opt out), sess, icu, anj, token, acb, PHPSESSID	Deliver behavioral/targeted advertising	Expires after 90 days	3rd party AppNexus http://www.appnexus.com/cookies
Conversion cookie	Measure effectiveness of campaign	Persistent cookie – expires after 30 days.	3rd party Google - http://www.google.com/intl/en/policies/technologies/types/

HOW DO I MANAGE COOKIES?

In addition to the options provided above, you may refuse or accept cookies from the Site at any time by activating settings on your browser. Information about the procedure to follow in order to enable or disable cookies can be found on your Internet browser provider's website via your help screen. You may wish to refer to <http://www.allaboutcookies.org/manage-cookies/index.html> for information on commonly used browsers. Please be aware that if cookies are disabled, not all features of the Site may operate as intended.

If you want to clear all cookies left behind by the websites you have visited, here are links where you can download three programs that clean out tracking cookies:

- http://www.lavasoftusa.com/products/ad-aware_se_personal.php,
- <http://www.spybot.info/en/download/index.html>, and
- <http://www.webroot.com/consumer/products/spysweeper/>.

Collection of Anonymised Message Delivery Data:

The Services may collect anonymised messaging data, such as the time/date a recipient opens email or other digital messages.

HOW WE USE INFORMATION

Pll. We may use your Pll as follows:

- to respond to your inquiries and fulfill your requests, such as to send you newsletters, reports, or other communications
- to send administrative information to you, for example, information regarding the Services and changes to our terms, conditions, and policies as well as notice regarding compliance actions we may take
- to complete and fulfill your purchase, for example, to process your payments, communicate with you regarding your purchase and provide you with related customer service or technical support
- to send you marketing communications that we believe may be of interest to you (including announcements about new services or products, featured editorial content, co-sponsored products, events, special sales and promotions, and more)
- to personalize your experience on the Services by presenting products and offers tailored to you
- to allow you to participate in sweepstakes, contests and similar promotions and to administer these activities. Some of these activities have additional rules, which could contain additional information about how we use and disclose your PII, so we suggest that you read these rules carefully
- to facilitate social sharing functionality
- to allow you to send messages through the Services. By using this functionality, you are telling us that you are entitled to use and provide us with your recipients' name and email address
- for our business purposes, such as data analysis, audits, fraud monitoring and prevention, developing of new products, enhancing, improving or modifying our Services, identifying usage trends, determining effectiveness of our promotional campaigns and operating and expending our business activities
- to manage our business. We may use your PII as required by law, subpoena or other government regulation or order, in response to government, internal or third-party audits, to protect our legal rights such as prosecuting others or defending ourselves in litigation and to protect the rights and safety of our other users.

Anonymised Message Delivery Data and Information Collected by Cookies. We may use such information as follows:

- To deliver, improve and develop services. We may use anonymous information that we gather to provide and improve the Services and/or the Site for all of our users, and to help us develop and implement other services and products in the future. For example, drawing from a large pool of anonymous data regarding the success of our Services to deliver messages may allow our Services to improve deliverability success for all of our users.
- To advertise our services. We may use anonymous information we gather to advertise the performance and other value derived from the use of our Services.
- To write data-supported articles related to best-practices and other literature regarding messaging.

Third Party Disclosure of Your PII; Data Retention

To our affiliates (Message Systems EMEA Limited, a private company limited by shares registered in England and Wales, and Message Systems, Pte. Ltd., a private limited company organized under the

laws of Singapore) for the purposes described in this policy. Message Systems, Inc., a Delaware corporation, is the party responsible for the management of the jointly-used PII.

Third-Party Contractors. Our third-party contractors who maintain the Site and assist us with providing the Services will have access to your PII, such as website hosting, server hosting, data analysis, payment processing, subscription entitlement management, order fulfillment, information technology and related infrastructure provision, customer service, email delivery, credit card processing, auditing, content scanning and other similar services. They are permitted to access and use your PII solely and exclusively in performance of their duties to us, and they owe us either direct employment duties, or they have signed confidentiality agreements, such that they are obligated to keep your PII confidential.

Partners, Sponsors, and Others. Other than as described just above, we do not share PII with other companies, unless such PII was collected in connection with a joint marketing event with such other company, such as a co-authored whitepaper, joint webinar or other co-hosted event. In such circumstances, we only deal with third-party companies whom we believe share our commitment to privacy and who will keep your information secure. You can opt-out of these disclosures – see the section below on "Choice".

Many of our products and offerings, including events, are offered in connection with other companies who are partners or sponsors. When you register for these activities, the names of any partners and sponsors will be clearly visible. We will maintain the PII you provide when you register for these sponsored programs and we will share it with our partners and sponsors. They may use the information in accordance with their own privacy policies. If you have concerns about how they may use the information you provide, please refer to each partner or sponsor's privacy policy. Unlike other disclosures of information, you cannot opt-out of contacts from partners and sponsors through us. You must contact the partners or sponsors directly.

OTHER USES AND DISCLOSURES

Security. We reserve the right to use or disclose PII to protect the security or integrity of the Site and in connection with our response to a security breach.

Government Requests. We reserve the right to use or disclose PII in connection with precautions against liability; to respond to judicial process; and to provide information to law enforcement agencies or for an investigation on a matter related to public safety; and in general to comply with applicable laws, government requests and court orders. We may elect to make these disclosures even if we have not received a subpoena, if we believe in good faith that we have a legal obligation to do so, or if we believe that our failure to do so may result in liability to us. If we receive a subpoena or other legal demand for your PII, we may endeavor to notify you of the subpoena or demand by contacting you at the current email address that we have for you. However, we cannot promise that we will always be able to send you a notice, that we will attempt to contact you if the email we send fails to get to you, that we will be able to send you the notice before we turn over your information, or that we will resist the request. Please note that as explained below in the Access and Correction section, we retain the right to impose upon you a reasonable charge for certain requests.

Change of Control. If we were to undergo a merger, acquisition, corporate reorganization or recapitalization, divestiture, sale of substantially all of our assets, bankruptcy, or other change in control (in each case which may be in respect of the division that administers the Site or the Services,

and not necessarily the entire company), PII may be used or disclosed in connection with those activities, which may include the entire transfer of our database of PII to such successor or assignee entity.

DATA RETENTION

We will retain your PII for the period necessary to fulfill the purposes outlined in this policy, unless a longer retention period is required or permitted by applicable law.

Choice

Subject to the last sentence of this section, we offer users the opportunity to opt-out of being contacted by us. All promotional and research email messages you receive from us will include an option to opt out of future email communications from the particular business that contacted you. Users cannot opt-out of some uses and disclosures. Opt-outs do not affect our use of personal information to communicate with you on Services related issues (for example, notices of changes to our Terms of Use or this policy, or notices regarding Services unavailability) and in internal management or the disclosure of personal information to third parties who are our agents (as discussed above).

Access and Correction

We encourage users to keep their contact information up to date.

If we maintain information about you covered by this policy, we will provide you with access, correction and deletion rights in line with applicable legal requirements.

We may also maintain publicly available or friend-only available content that you have posted. In some cases, we may permit you to modify that information, but in other cases, we may prohibit modification and either allow the information to be made unavailable via privacy settings or change the types of people who can review such information. Examples of instances where we may prevent modification: where we have received a notice that such content infringes a third party's rights, where we have received a "litigation hold" letter, where we believe that we owe a legal duty to retain the original posting, where a law enforcement officer demands that we preserve our records, and in other similar types of circumstances.

Anyone seeking to know if we have information about them or who want access to (or a copy of) his or her PII can make a request in writing to:

Privacy Officer

privacy@messagesystems.com

A request should include sufficient identifying information, such as name, address, telephone number, and email address.

We will not normally charge you to inspect or receive a copy of the information that we maintain about you. We reserve the right to impose reasonable charges for requests that are very detailed, and for repeated requests and to deny or ignore requests that we deem to be harassing. If we receive a subpoena or other similar court order or government request relating specifically to your information, we reserve the right to impose on you reasonable charges for responding to such request.

A request for correction should identify the contested information; should state whether the information is incorrect, inaccurate, or incomplete; and should state what information should appear in place of the contested information.

In compliance with applicable laws, we may elect to provide some or all of the PII that you requested via electronic means, or to provide an electronic view of your data that we retain.

We do not permit modification of anonymous data, or transactional data for payment transactions, nor may you modify data that is generated merely by operation of your interaction with us, such as tracking, Site use or other similar types of automatically collected information.

Security

We use reasonable, industry-standard precautions, including appropriate technical, administrative, and physical procedures, to protect PII from loss, misuse, unauthorized access, disclosure, alteration, and destruction. Due to the design of the Internet and other factors outside our control, we cannot guarantee that communications between you and our servers will be free from unauthorized access by third parties.

When we share PII with third parties we hire to help us with our activities, we require that they provide reasonable security for the information. However, we are not responsible for any breach of security by third parties.

Data integrity

When we collect information from you, we endeavor to collect only the minimum PII that we reasonably believe is relevant for the purposes for which it is to be used. In addition, we will undertake reasonable steps to ensure that all data we collect is reliable for its intended use, accurate, complete, and current.

Enforcement

We are committed to providing you with a means to ensure that your private data is maintained in accordance with this policy and, therefore, we provide a readily available and affordable independent recourse mechanism so that your complaints and disputes can be investigated and resolved, and if they are not so resolved, we submit to the laws of the United States and of the State of Maryland, and to any remedies and other rights you have under the laws of such jurisdictions. We also comply with the laws of other applicable jurisdictions where we collect PII.

Accountability

Message Systems, Inc. is responsible for writing this policy and for its compliance with it. The person who is primarily responsible for our oversight and compliance with this policy is the Privacy Officer. Anyone who has a question, comment, or complaint about this policy should contact the Privacy Officer:

Privacy Officer

privacy@messagesystems.com

A request should include sufficient contact information, such as name, address, telephone number, and email address.

We promise to make a good faith attempt to resolve any complaint or problem that you bring to our attention.

If you are not satisfied with the response of the Privacy Officer, you can appeal to our General Counsel by sending a written letter to:

General Counsel

9130 Guilford Rd.

Columbia, Maryland 21046

legal@messagesystems.com

How to contact us

Address any questions about our policy to:

Privacy Officer

privacy@messagesystems.com

SAFE HARBOR PRIVACY STATEMENT

For PII that is subject to the European Commission's Directive on Data Protection, we have committed and have certified to handling such information in accordance with the U.S. – E.U. Safe Harbor Framework and the U.S. – Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce. Additional information about the U.S. – E.U. Safe Harbor Framework and the U.S. – Swiss Safe Harbor Framework is available at the U.S. Department of Commerce's website at <http://www.export.gov/safeharbor>.

CHILDREN

The Site is not intended for use by children (anyone under the age of 18). We do not knowingly solicit data online from, or market online to, anyone under the age of 18. If we learn that we have obtained personally identifiable information online in error about anyone under the age of 18, we will delete that information as soon as we can. We encourage parents to supervise their children so that they do not disclose any PII about themselves in any of our public discussion areas. We cannot prohibit minors from visiting the Site. We must rely on parents, guardians and those responsible for supervising anyone under the age of 18 to decide which materials are appropriate for such children to view and/or purchase. Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the two websites GetNetWise (http://wiht.link/esafety_guide) and OnGuard Online (<http://onguardonline.gov/>). Please note that we do not endorse any of the products or services listed at such websites.

POLICY CHANGES AND UPDATES

Your continued use of the Site, and/or the Services constitutes your acceptance of this policy, including any changes, unless you elect to terminate such use and opt-out of communications. We do not expect to change our respect for your wishes and your privacy. However, new laws, new

products and services, and changes to our business structure could require changes to our policy. We expect that any policy changes will be consistent with Safe Harbor standards and other legal requirements. We may modify this policy prospectively at any time by posting the revised version on the Site or sending you a copy of the modified document through other reasonable means. Your continued use of the Services will be considered acceptance of any such modification. All modifications to this policy will be effective immediately upon posting, unless otherwise noted by Us.

SECTION TWO – INFORMATION PROCESSED BY THE SERVICES

Where we process PII on your behalf as part of the Services (“Processed PII”), we do so as a data processor under the terms of an agreement with the controller of that Processed PII.

The following terms apply where we process Processed PII on behalf of you, a client of our Services:

1. We will each comply with our respective obligations (you as a “data controller” and us as a “data processor”) under any data protection, privacy or similar laws or regulations anywhere in the world relating inter alia to the processing or other use of PII that apply in relation to any Processed PII processed in connection with the Services (“Data Protection Laws”).
2. You will be the data controller in respect of all Processed PII that is disclosed or made available to us in connection with our provision of the Services. As data controller, it is your responsibility to determine the purposes for which, and the manner in which, Processed PII are, or are to be, processed in the performance of the Services. We will be the data processor in respect of Processed PII.
3. You will ensure that you are entitled to transfer the relevant Processed PII to us and/or our subcontractors so that we and/or our subcontractors may lawfully use, process and transfer the Processed PII in accordance with the agreement between us relating to the Services. You will also ensure that all relevant notices and consents are provided to allow for such use, processing, and transfer as required by Data Protection Laws.
4. We will process the Processed PII solely in accordance with the agreement between us relating to the Services.
5. In a manner that conforms to any time-scales set out in the applicable Data Protection Laws, (and, in any event, as soon as reasonably practicable, if sooner, or as specified below), we will comply with any reasonable written request by you to:
 1. promptly notify you if we receive any request from an individual with respect to Processed PII processed by us (including, but not limited to, information access requests and information rectification requests) and we shall not respond to any such requests unless expressly authorized to do so by you;
 2. promptly notify you of any facts known to us concerning any accidental or unauthorized access, disclosure or use, or accidental or unauthorized loss, damage or destruction of Processed PII by any current or former employee, contractor or agent of us or by any other person or third party;
 3. provide a copy of your Processed PII relating to an identified or identifiable natural person (a “Data Subject”) that is stored in any form of retrieval or storage facilities in our possession or control;

4. provide information about the processing of Processed PII including information about the technical and organizational security measures that we use to comply with the European Union's Seventh Data Protection Principle (where applicable) or information about how our processing of Processed PII complies with the applicable Data Protection Laws;
5. assist you by providing required information in respect of any request or notice, or any anticipated request or notice, by or on behalf of your Data Subject or by any applicable regulator in respect of Processed PII;
6. assist and support you in the event of an investigation by a regulator if and to the extent that such investigation relates to the processing of Processed PII by us; and
6. otherwise provide reasonable assistance to you as necessary to allow you to comply with the applicable Data Protection Laws. Where applicable (where Processed PII is collected, processed or stored within the European Economic Area), except to the extent permitted by Sections 7 and 8 below, without your prior written consent we will not transfer any Processed PII outside of the European Economic Area or allow Processed PII to be accessed from outside the European Economic Area.
7. You acknowledge and agree that we may access certain Processed PII from the United States of America in connection with the provision of the Services. We have committed to handling relevant Processed PII in accordance with the U.S. – E.U. Safe Harbor Framework and the U.S. – Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce. Additional information about the U.S. – E.U. Safe Harbor Framework and the U.S. – Swiss Safe Harbor Framework is available at the U.S. Department of Commerce's website at <http://www.export.gov/safeharbor>.
8. We confirm that, where one of our subcontractors requires access to any Processed PII outside of the European Economic Area in order to provide the Services, we will ensure that such subcontractor is a member of the Safe Harbor scheme approved by the European Union as providing an adequate level of protection, or that other appropriate protection, such as processor-to-processor model clauses agreement, is put in place.
9. You will promptly notify us if you receive any complaints about the processing of Processed PII from third parties (including any regulator), and you will not make any admissions, settle or take any action which may be prejudicial to the defense or settlement of any such complaint and shall provide to us such reasonable assistance as we may require in connection with such complaint.
10. We will take appropriate technical and organizational security measures, to safeguard against any unauthorized and unlawful processing of Processed PII and against any accidental loss or destruction of, or damage to, Processed PII.