



Effective July 1, 2013

CloudCheckr Data Security Statement

1.0 Security

1.1 Communication Security. CloudCheckr Inc. uses advanced technology to maintain internet and data security. Information is protected using both server authentication and data encryption, ensuring that your data is safe, secure, and available only to registered Users in your organization.

1.2 Log in/Session Security. CloudCheckr Inc. provides each User in your organization with a unique user name and password that must be entered each time a User logs on. CloudCheckr Inc. issues a session "cookie" only to record encrypted authentication information for the duration of a specific session. The session "cookie" does not include either the username or password of the user. CloudCheckr Inc. does not use "cookies" to store other confidential user and session information, but instead implements more advanced security methods based on dynamic data and encoded session IDs.

1.3 Hosting Security. CloudCheckr Inc. is hosted in both Amazon Web Services and Windows Azure environments that use advanced technology and encryption to prevent interference or access from outside intruders.

2.0 Information Uses

2.1 Acceptable Use:

- CloudCheckr Inc. uses information collected to provide you with the services you request.
- CloudCheckr Inc. may use information collected to provide you with additional information about the Company's Services, partners, promotions, and events.
- CloudCheckr Inc. may use information collected to improve the Company's Web sites and Services.

2.2 Unacceptable Use. CloudCheckr Inc. does not share, sell, rent, or trade personally identifiable information with third parties for their promotional purposes. CloudCheckr Inc. may share information collected with other companies that work on CloudCheckr Inc.'s behalf.



3.0 Customer Data

3.1 Submission. Customers of CloudCheckr Inc. may electronically submit data or information to the Company's services ("Customer Data").

3.2 Use. CloudCheckr Inc. will not review, share, distribute, or reference any such Customer Data except as provided in the CloudCheckr Inc. Terms of Service Agreement, or as may be required by law. In accordance with the CloudCheckr Inc. Master Subscription Agreement, CloudCheckr Inc. may access Customer Data only for the purposes of providing the services, preventing or addressing service or technical problems, at a Customer's request in connection with customer support matters, or as may be required by law.

3.3 Confidentiality. CloudCheckr will treat all Customer data as Confidential under the following provisions in section 4.

4.0 Confidentiality

4.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a Customer to CloudCheckr Inc., whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes all data collected by CloudCheckr Inc. while accessing Customer account through the use of Customer provided credentials and/or received while in the act of performing CloudCheckr services.

However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Customer, (ii) was known to CloudCheckr Inc. prior to its disclosure by the Customer, (iii) is received from a third party without breach of any obligation owed to the Customer, or (iv) was independently developed by CloudCheckr Inc.

4.2. Protection of Confidential Information. CloudCheckr Inc. will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care).

4.3 Access to Confidential Information. Except as otherwise expressly authorized, CloudCheckr Inc. will limit access to Confidential Information of the Customer to CloudCheckr Inc. and its employees and contractors who a) need that access for



purposes consistent with the Service Agreement and b) have signed confidentiality agreements with CloudCheckr Inc.

4.4 Compelled Disclosure. CloudCheckr Inc. may disclose Confidential Information of the Customer to the extent compelled by law to do so, provided CloudCheckr Inc. gives the Customer prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Customer's cost, if the Customer wishes to contest the disclosure.

For more information, please contact sales@cloudcheckr.com