



Privacy Policy

This Odesso.com Privacy Policy (“Privacy Policy”) describes how Odesso and affiliate BPM Group Inc. (“we” or “us”) may collect and use information pertaining to each of our unregistered visitors and registered users (each, a “Visitor” or “User” (respectively), or “you”), in connection with their access to and use of BPM Group’s websites (including www.odesso.com and any of its subdomains, the “Website”), web applications (“Odesso Apps”), mobile applications (“Mobile Apps”), and related services (collectively, the “Services”).

This Privacy Policy constitutes a binding and enforceable legal contract between Odesso and you - so please read it carefully. You may visit and/or use the Services only if you fully agree to this Privacy Policy - and by accessing and/or using any of the Services, you signify and affirm your informed consent to this Privacy Policy, including to the collection and processing of your Personal Information as defined and explained below. Please note: you are not obligated by law to provide us with any information. You hereby acknowledge, warrant and agree that any information you do provide us is provided of your own free will and consent, for the purposes and uses described herein. We collect three types of information regarding our Visitors, Users, and Users-of-Users: 1. Un-identified and non-identifiable information pertaining to a Visitor or un-identified User, which may be made available to us, or collected automatically via his/her use of the Services (“Non-personal Information”). Such Non-personal Information does not enable us to identify the Visitor or User from whom it was collected. The Non-personal Information collected by us mainly consists of technical and aggregated usage information, such as Visitors’ and Users’ browsing and ‘click-stream’ activity on the Services, session heatmaps and scrolls, non-identifying information regarding the Visitor’s or User’s device, operating system, internet browser, screen resolution, language and keyboard settings, internet service provider, referring/exit pages, date/time stamps, etc. 2. Individually identifiable information, namely information that identifies an individual or may with reasonable efforts cause the identification of an individual, or may be of private or sensitive nature (“Personal Information”). The Personal Information collected by us mainly consists of contact details (e.g., e-mail address or phone number), billing details (name, physical billing address, payment method and transaction details), details regarding a browsing or usage session (IP address, Geo-location and/or device unique identifier), details regarding connected third-party accounts (such as the e-mail or username for a connected PayPal, Google or Facebook account), scanned identification documents provided to us (such as an ID card, driver’s license, passport or official company registration documents), correspondences (including those made through or uploaded to our Services), and any other Personal Information provided to us by Visitors and/or Users through their access to and/or use of the Services. For the avoidance of doubt, any Non-personal Information that is connected or linked to Personal Information (for example, in order to improve the Services we offer) is deemed and treated by us as Personal Information, as long as such connection or linkage exists. 3. We may also collect similar information pertaining to visitors and users of our User’s Websites (“Users-of-Users”), solely for and on our Users’ behalf. For such purposes, Odesso serves and shall be considered as a “Data Processor” and not as the “Controller” (as both such capitalized terms are defined in the European Data Protection Directive) of such Users-of-Users Information. The Users controlling and operating such User Websites shall be considered as the “Controllers” of such Users-of-Users Information, and are responsible for complying with all laws and regulations that may apply to the collection and control of such Users-of-Users Information, including all privacy and data protection laws of all relevant jurisdictions. You are responsible for the security, integrity and authorized usage of your Users-of-Users’ Personal Information, and for obtaining any consents and permissions required for the collection and usage of such information. Odesso recommends that all Users publish



Privacy Policy

and maintain clear and comprehensive privacy policies on their company websites or within the app, in accordance with the applicable laws and regulations, and that all Users-of-Users carefully read those policies and make sure that they consent to them. Odesso Visitors', Odesso Users' and Users-of-Users' Personal Information may be maintained, processed and stored by Odesso and our authorized affiliates and service providers in the United States of America.

PURPOSES OF COLLECTING INFORMATION

We collect such Non-personal and Personal Information for the following purposes: 1. To provide and operate the Services; 2. To further develop, customize and improve our Services, based on Visitors' and Users' common or personal preferences, experiences and difficulties; 3. To provide our Users with ongoing customer assistance and technical support; 4. To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages. 5. To facilitate, sponsor and offer certain contests, events and promotions, determine participants' eligibility, monitor performance, contact winners and grant prizes and benefits; 6. To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services; 7. To enhance our data security and fraud prevention capabilities; 8. To consider Applicants' candidacy for working at Odesso (as further detailed in Section 7 below); and 9. To comply with any applicable laws and regulations. ODESSO PRESS RELEASES Forward-looking statements in Odesso press releases on this Web Site are made pursuant to the safe harbor provisions of Section 21E of the Securities Exchange Act of 1934. Investors are cautioned that statements in such press releases which are not strictly historical statements, including, without limitation, statements regarding current or future financial performance, management's plans and objectives for future operations, product plans and performance, management's assessment of market factors, as well as statements regarding the strategy and plans of Odesso and its strategic partners, constitute forward-looking statements which involve risks and uncertainties. For a detailed description of the risk factors associated with Odesso, please refer to the risks detailed in the company's filings with the Securities and Exchange Commission, including the company's Annual Report, Form 10-K and 10Q on file with the SEC. Odesso assumes no obligation to update any forward-looking information contained on this Web Site or with respect to announcement described herein.

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DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

Odesso respects the intellectual property rights of others. Odesso may, in appropriate circumstances and at its sole discretion, terminate the access of users who infringe the copyrights or intellectual property rights of others. If you believe your work has been copied and is accessible on the Web Site in a way that constitutes copyright infringement, or that the Web Site contains links or other references to another online location that contains material or activity that infringes your copyright, you may notify us by providing the following information to our copyright agent pursuant to the U.S. Digital Millennium Copyright Act, 17 U.S.C. §512: 1. Your name, address, email address and telephone number; 2. The copyrighted work that you claim has been infringed; 3. The allegedly infringing material (including the



Privacy Policy

URL); 4. A statement that declares under the penalty of perjury that (a) you are the owner of the copyright interest at issue, or you are authorized to act on behalf of the owner, (b) you have a good faith belief that the use is not authorized by the copyright owner, its agent or the law, and (c) the information in your notice is accurate; and 5. Your signature (physical or electronic). Our agent for notice of claims of copyright infringement related to our products or our Web Site can be reached as follows: By Mail: ATTN: Legal BPM Group Inc. 7083 Hollywood Blvd, #140 Los Angeles, CA 90028 By Telephone: 310-860-6017 By Email: legal@odesso.com DISPUTE RESOLUTION Any action related to these Terms will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. LEGAL CONTACT INFORMATION If you have any questions about these Terms, or if you would like to request permission to use any Materials, please contact the Odesso Legal Department by emailing legal@odesso.com