

## PRIVACY POLICY

Welcome to BR Mobile Application (the “**Application**”). Your privacy is very important to us. The purpose of this Privacy Policy (the “**Policy**”) is to describe what Personal Information (as defined below) and other information Burningham Realty (collectively “**BR**”, “**us**,” “**our**,” or “**we**”) may collect from you, how we may collect it, with whom we may share it, as well as the choices you have regarding our collection of information and our use and disclosure of that information to other parties.

We may collect information through the Application. Terms not otherwise defined here will have the same definitions as set forth in our Terms of Service.

Except as otherwise discussed in this Policy, this document only addresses the use and disclosure of information collected through the Application. **IF YOU DO NOT AGREE TO THE TERMS OF THIS POLICY, PLEASE DO NOT USE THE APPLICATION.**

**1. Policy Changes:** Each time you use the Application, the current version of the Policy will apply. Accordingly, when you use the Application, you should review any changes since the last version. We reserve the right to modify this Policy at any time and without notice other than simply posting such modifications. Any such modifications will be effective immediately upon posting on the Application.

**2. Collected Information:** We may collect personal and other information about you when you use the Application, as described below. “**Personal Information**” is information about an identifiable individual, such as their name, mailing address, email address, or phone number, whether used alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual. We typically collect Personal Information and other data from you, and use that information as set forth in this Policy or otherwise communicated to you from time to time (subject to your consent when required by applicable laws).

**3. Third Party Sites:** The Application may contain links and may redirect you to Third Party Sites (as defined in our Terms of Service). This Policy does not apply to information collected by third parties, as Third Party Sites are not under the control of BR, and BR is not responsible for the data privacy or security practices of such Third Party Sites, or how they may use the information you provide. Please be aware that when you enter a Third Party Site, any information you provide, including financial information, is subject to the terms of use and privacy policy of that site or service.

Please review the privacy policies of third-party sites before you disclose your Personal Information to them, as we disclaim responsibility for their actions with regard to your information.

**3. Downloading the Application:** If you download the Application, it may request access to certain features or information on your mobile device (as disclosed during the download and/or installation process). For example, we may request access to your location in order to show you

local results. We may request access to your phone so that we can add your phone number to your account. We may also use information we collect to facilitate the functionality of our Application, to better tailor our content to visitors' needs, and to help us and certain third parties to better understand our audience. We may collect Personal Information such as your first and last name, email, user name, password and any other Personal Information required. We primarily use this information to provide information you have requested, manage and correspond with you about your account, send you information related to real estate markets and/or other information we think may interest you, and for other matters described in this Policy.

**4. Use of Information:** We use collected information to make available and to improve the Application. We use such information to:

- a) respond to inquiries or service requests and monitor such responses;
- b) resolve problems;
- c) manage the Application and assess usage;

- d) enhance or personalize your experience using the Application;
- e) inform you of information that we believe may be of interest to you;
- f) provide information you have requested;
- g) facilitate various programs in which you participate;
- h) target advertising or content, or for other advertising, promotional or marketing purposes;
- i) study the use and popularity of various areas of the Application and to improve the Application; and

We may also use such information for other purposes related to our business, as well as for any other purpose described in this Policy or any other agreement you may enter with BR or otherwise as we may disclose to you or to which you consent from time to time.

## **5. Sharing Information:**

a) We reserve the right to share your Personal Information with our current or future affiliates. We may also share your Personal Information and other information with trusted third parties for marketing, advertising, or other commercial purposes, and we may occasionally share your Personal

Information with trusted parties who may have information that we believe will interest you.

b) **Mergers & Acquisitions:** In addition, in the event that we go through a business transition, such as a merger, acquisition, liquidation or sale of all or a portion of our assets, Personal Information will, in most instances, be part of the assets transferred, or may be disclosed (subject to confidentiality restrictions) during the due diligence process. If such a transfer occurs, the acquiring company's use of your Personal Information will still be subject to this Policy and the privacy choices you have made.

c) **Site Providers:** We may, without your consent, share Personal Information and other data with service providers who provide certain services on our behalf, or in the other circumstances noted below. For example, we may share certain Personal Information we collect with third parties such as providers of data hosting or processing services, payment processors, or other service providers. We also reserve the right to share any information we possess, or data derived from it with service providers or others if such information has been reasonably de-identified.

d) **Anonymized Information:** We may share analyses of our server logs, traffic or information relating to customer leads, including details regarding usage of the Application and general information about our audience, with current or potential advertisers or business partners. Such disclosures typically aggregate usage data from these analyses and other information not generally considered to be Personal Information.

e) **Legal Disclosures:** Finally, we may, without your consent, access and disclose your Personal Information, any communications sent or received by you, and any other information that we may have about you as may be permitted or as we believe in good faith may be reasonably necessary to comply with any law, regulation, rule or court order; pursuant to subpoenas or other lawful requests from governmental, regulatory or administrative agencies or law enforcement authorities (including in response to law enforcement or national security requirements); to respond to any claims, or to prevent, investigate, identify persons or organizations potentially involved in, or take any action regarding suspected fraud, violations of our Terms of Service, or activity that appears to us to be illegal or we believe may expose us to legal liability. Additionally, we may disclose Personal Information in situations that we believe to be emergencies involving

potential threats to the physical safety of any person or property, if we believe that your information in any way relates to that threat.

**6. Contact through the Application:** You may contact us with questions about our Application, our business or other matters. Any information you provide through the Application, including your name, email, phone, and residence information will be used in the context of resolving your request or answering your inquiry, or to provide additional information related to that inquiry.

**7. Opting out of Communication:** When you give us Personal Information, you may sometimes have an opportunity at the time we collect your information to limit e-mail communications from us or opt-out of receiving emails from third parties, or you can unsubscribe from email newsletters or similar communications by clicking on the unsubscribe link in every email. You may get more information or opt out of all information sharing with third parties for marketing purposes by contacting us.

**8. Accessing, Updating or Deleting Personal Information:** We will respond to reasonable requests for access or revision to Personal Information, and will provide access to the extent required or allowed by law. However, we may decide not to grant access or make revisions where the burden or expense of providing access would be disproportionate to the risks to the individual's privacy in any given case, or when the rights of others would be violated by granting the access.

You may request that BR delete any personal information it holds about you. This request must be made in writing. BR reserves the right to retain certain account information for its recordkeeping or compliance purposes.

**9. Information Security:** We have implemented reasonable security measures to safeguard the Personal Information you provide us. However, please keep in mind that we cannot be liable for the actions of third parties to whom we may transfer your Personal Information in accordance with this Policy. Furthermore, please remember that "perfect security" does not exist on the Internet, and accordingly we cannot provide any guarantee that your Personal Information or any other information you provide us will remain secure.

**10. Limitation of Liability:** By providing us with any Personal Information, you expressly and unconditionally release and hold harmless BR and each of their related entities, parents, service providers, licensors, and its or their respective officers, directors, employees or agents (collectively the “**BR Parties**”) from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the use and/or misuse of your collected Personal Information. In addition, while we take reasonable steps to prevent third party companies from making unauthorized use of your Personal Information, we cannot be held be held liable for any injuries, loss or damage of any kind arising from or in connection with the use and/or misuse of your collected Personal Information by those third parties.

**UNDER NO CIRCUMSTANCES SHALL ANY BR PARTIES BE LIABLE FOR ANY DAMAGES (INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL,**

**LOST PROFITS OR LOST REVENUE) THAT RESULT FROM THE USE OF THE INFORMATION OR MATERIALS ON THIS SITE, EVEN IF THE BR PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**11. International Guests:** If you are accessing our Application from outside of the USA, you consent to the transfer of your information to the USA, and the processing, use, and sharing of your information in accordance with this Policy. Regardless of where your information is collected or transferred, the information will be treated in accordance with this Policy.