

Privacy Policy

Introduction

This privacy policy (the "Privacy Policy") is an integral part of the Agreement which governs your access to the Website and use of the Services, each as defined in the Terms and Conditions. Capitalized terms used in this Privacy Policy and not separately defined herein, shall have the meaning ascribed to them in the Terms and Conditions.

Mobicage values your privacy. We are committed to giving you transparency as regards our privacy practices in respect of our processing of your personal data in connection with your access to the Website and your use of the Services. Before submitting your personal data through the Website or the Services, please read this Privacy Policy carefully to learn about our privacy practices. By visiting the Website and/or using the Services, you accept the terms and conditions set forth herein. By submitting personal data through the Website and/or the Services, you expressly consent to the processing of your personal data in accordance with this Privacy Policy.

Whenever we use the terms "personal data" and "processing" in this Privacy Policy, such terms shall have the meaning ascribed to them in the Belgian Act of 8 December 1992 on the protection of privacy in relation to the processing of personal data, as amended (e.g. by the Belgian Act of 11 December 1998).

1. What personal data does Mobicage collect and what purposes may it be used for?

User Provided Information: We ask for and store certain information about you when you create an account on the Website. We use the information you so provide to us to create your Website account. We may also use this information to contact you for administrative purposes, for responding to user inquiries, for investigating abuse on the Website or through the Services, and for enforcing the Agreement, or to comply with applicable law. You may provide certain personal data to Mobicage when choosing to participate in various of the Services (e.g. by completing your public user profile; by providing feedback regarding the Website and/or the Services) (your "Public Content"). Please note that if you include personal data in your Public Content, such data may be viewed and used by others. We therefore encourage you to use common sense when revealing personal data through the Services. Mobicage does not accept any responsibility in respect of information you choose to include in your Public Content. We invite you to provide us with feedback, or to ask questions about the Website and the Services, and the Website allows you to file complaints regarding the Website or the Services. We may store your communications in this respect, including any personal data you include in them, and use such information for any purpose, including so that we can effectively respond to you.

Information collected automatically: When you visit the Website and/or use the Services, our servers may automatically record certain activity and log information regarding your use of the Website and the Services, that your web browser sends whenever you visit the Website and use the Services. These server logs may include information such as your web request, Internet Protocol ("IP") address, browser type, browser language, referring / exit

pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your visit. We may use this type of information to administer the Website and provide the highest possible level of service to you when visiting the Website and using the Services. We may also use this information in the aggregate to perform statistical analyses of user behaviour and characteristics in order to measure interest in and use of the various areas of the Website and Services. We may send cookies to your computer in order to uniquely identify your browser and improve the quality of the service we offer through the Website and the Services. "Cookies" refer to small pieces of information that a website sends to your computer's hard drive while you are viewing the Website. We may use both session cookies (which expire once you close your browser) and persistent cookies (which stay on your computer until you delete them). Persistent cookies can be removed by following your browser help file directions. The Website also allows you to disable cookies through your individual settings. If you choose to disable cookies, some areas of the Website may not work properly or at all. Our cookies may be linked to your personal information, such as your name, email address and password. We will not use cookies without your consent, except to the extent necessary for you to be able to access and use the Services you wish to access and use.

We may enable third parties to collect information about your online activities through cookies and other technologies. These third parties may include business partners and advertising networks, collecting information about your interests when you view or interact with the advertisements they place on the Website. Please note that we have no access to or control over the use of such third parties' cookies and other technologies, nor over the information practices of such third parties. Such third party information practices are not covered by this Privacy Policy. The information gathered by such third parties may be used to make predictions about your interests, characteristics and preferences, and to display advertisements on our Website tailored to your apparent interests.

Location Information: Mobicage may provide certain Services through your mobile device (when using the Rogerthat mobile application) that rely upon location information. Those Services are optional and require your explicit consent. To provide such location reliant Services, subject to your explicit consent, Mobicage may transmit, collect, maintain, process and use your location information, including the real-time geographic location of your mobile device, and location search queries.

2. With whom is your information shared by us?

Your privacy is important to us. As such, we will not share your Personal Information with third parties except as set out in this Privacy Policy, including as described below:

- Information shared with business partners and subcontractors: We may engage third parties to perform Website and Services related tasks on our behalf and as such, may need to share your information with them for the purposes of making available the Website and Services to you. Such third parties will not be entitled to use your personal data we share with them beyond what is necessary to assist us in providing the Website and the Services,

and in any event not beyond the permitted scope of use as set forth in this Privacy Policy, and they will provide an equivalent level of protection for your personal data as Mobicage commits to in this Privacy Policy.

- Information shared with third party advertisers: We may allow third-party ad servers or ad networks to serve advertisements on the Website and within the Services. Mobicage will however not provide any personal data to these third-party ad servers or ad networks without your consent.
- Information shared when using the scanning option: To the extent you use the scanning option (i.e. using your phone for scanning codes), personal information will be shared to the third party service provider to which the scanned code relates, including your identity, your language, telephone number, name and time of the scan.
- Information shared with potential partners and investors: information so shared will be anonymous and will be shared only for statistical purposes.
- Mobicage may share your personal data in response to subpoenas, court orders, or other legal, regulatory or judiciary process; to establish, enforce or exercise our legal rights; to defend against legal claims; or as otherwise required by law or binding order.
- Mobicage reserves the right to share your personal data when we believe it is necessary to investigate, prevent, or take action regarding illegal or suspected illegal activities; to protect and defend the rights, property or safety of Mobicage, the Website or the Services, our users, or others, and to enforce the Agreement.
- In the event of a corporate transaction involving Mobicage (e.g. an acquisition or merger), we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you to the extent necessary for the purposes of such transaction. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your personal data is treated, transferred, or used.
- If you post Content (including your Public Content) for public view on the Website or through the Services, we may distribute such Content to a wider audience by sharing it (or portions of it) with third parties so that they can publish it on their own websites and media platforms. We may ask them – but they shall be under no obligation – to credit you as the source of these contributions by including your account name.

3. Is your personal information secure?

Your Mobicage account is protected by a password for your privacy and security. It is your responsibility to prevent unauthorized access to your account and personal data available

through your account by selecting and protecting your password appropriately, by limiting access to your computer or other devices used to access the Website and the Services and browser by signing off after you have finished accessing your account. You must not share your account details with third parties.

We want you to feel confident about using the Website and the Services, and we are committed to protecting the information we collect. We follow generally accepted industry standards to protect the personal data submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is however 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal data, we cannot guarantee its absolute security or that it will not be intercepted, accessed, used or disclosed by unauthorized persons. You acknowledge and agree that we cannot fully eliminate risks in this respect. Unauthorized access or use, hardware or software failure, and other factors outside of Mobicage's reasonable control, may compromise the security of user information at any time.

Mobicage uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal data. We cannot, however, ensure or warrant the security of any information you transmit to Mobicage and you do so at your own risk. If Mobicage learns of a security systems breach in respect of the Website or the Services, it may post a notice on the Website to notify you thereof.

The Website and Services may contain links to other sites, operated by third parties. Mobicage has no control over, does not review, and cannot be held responsible for the privacy policies and/or practices in respect of such third party sites, as they do not operate under the Privacy Policy. When linking to another site, you should read the privacy policy stated on that site. This Privacy Policy only governs personal data processed through your access to and use of the Website and the Services.

4. How can you access your personal data?

You have the right to access your personal data that are held by Mobicage and have them corrected, updated or deleted by Mobicage, and to request a copy of your personal data held by Mobicage, by submitting a request to info@mobicage.com, which request is to be accompanied with a signed copy of an official means of identification (e.g. identity card or passport). You can change your profile settings by logging into your account and updating your profile on the Website.

5. How to delete your account

Should you ever decide to deactivate your Mobicage account, please send an email to info@mobicage.com, explicitly requesting for your account to be deactivated, which request is to be accompanied with a signed copy of an official means of identification (e.g. identity card or passport). If you terminate your account, your profile, including your check-in history will be removed from the site and deleted from Mobicage's servers, except that Mobicage shall be entitled to retain such information as permitted or required under applicable law. When deleting your account, you will no longer be able to sign in or access any of your

personal data through the Services. However, except as otherwise stated herein, you can open a new account at any time.

6. Warranties

You warrant that the personal data submitted by you through means of the Website and the Services relate to yourself or if relating to a third party, that you have obtained the necessary authorizations to submit such personal data and to have them processed for the purposes set out in this Privacy Policy.

You warrant that the personal data submitted by you through means of the Website and the Services are accurate, current and complete, and you acknowledge and agree that we are under no obligation to verify the accuracy, currency or completeness of any personal data you make available. We cannot be held responsible or liable towards you, including in respect of third-party claims made against you, based on our processing of incorrect personal data or third-party data which you submitted.

You agree to promptly notify us upon becoming aware that any of the warranties set out herein are not or no longer correct. You will be liable for and indemnify us against all losses, costs (including legal costs and attorneys' fees), damages and liabilities suffered and incurred by us, including as a result of any third-party claim, as a result of your breach of any of the warranties set out herein.

Without prejudice to any other remedies or sanctions available to us, and without being limitative, we shall be entitled to close or suspend your account, without having to provide any justification and without liability on our part, if we believe, at our sole discretion, (i) that you are acting or have acted in breach of the warranties set out herein, or (ii) that any (further) processing by us of the personal data submitted by you could result in a breach of applicable law, or (iii) at the request of a third party or in response to a court or legal order.

7. Transfer of personal data

If you are located outside of the United States, please note that this site is hosted on our computer servers in the United States. Therefore, your information may be processed and stored in the United States. Please be aware that your personal data may be transferred to, processed and stored other than in the United States. Please be assured that in so processing and transferring your personal data, we will take all necessary measures to protect the privacy of your personal data in accordance with applicable laws and regulations. Your use of the Website or the Services or your submission of any personal data to us will constitute your consent to the transfer of your personal data outside of your home country, which may provide for different data protection rules than those applicable in your own country.

8. Changes and updates to this Privacy Policy

This Privacy Policy may be revised periodically in accordance with what is set out in the Agreement regarding changes to the Agreement (including this Privacy Policy). Please revisit

this page regularly to stay aware of any changes. Your continued use of the Services constitutes your agreement to this Privacy Policy and any future revisions.

9. Contact

Please contact Mobicage via email at info@mobicage.com or at the following address with any questions or comments about this Privacy Policy, your personal data or your consent. Where the Privacy Policy provides specific contact information in respect of specific matters, such contact information should be used in respect of such matters.

This Privacy Policy was last modified:

February, 2012.