

Loadmill Privacy Policy

This privacy policy (“**Privacy Policy**”) governs how we, Loadmill Ltd. (“**Loadmill**”, “**we**”, “**our**” or “**us**”), use Personal Information (defined below) that we collect, receive and store about individuals in connection with the use of: (i) the website <https://www.loadmill.com>, and any other website that we operate (each, together with its sub-domains, content and services, a “**Site**”); (ii) the Loadmill software accessible via the Site (collectively, the “**Software**”); (iii) load testing services provided by Loadmill to its Customer (each, a “**Customer**”) in connection with the Software (“**Test Services**”). The Site, Software and Test Services are individually and collectively referred to herein as the “**Services**”.

We do not ourselves host any of the Services. All hosting is done by third party service providers that we engage. This means that data you provide us or that we collect from you (including any Personal Information, as defined below), as further described in this Privacy Policy, is hosted with such third party service providers on servers that they own or control. Regardless of where such third party service providers are located (and some are located in the US), their servers may be located anywhere in the world (including the US). Your data may even be replicated across multiple servers located in multiple countries. So please be aware that you are consenting to your data being transferred to various third party service providers around the world (including the US).

1. **Introduction.** We have implemented this Privacy Policy because your privacy, and the privacy of other users, is important to us. This Privacy Policy explains our online information practices and the choices you can make about the way your Personal Information is collected and used in connection with the Services. “**Personal Information**” means any information that may be used, either alone or in combination with other information, to personally identify an individual, including, but not limited to, a first and last name, a personal profile, an email address, a home or other physical address, or other contact information.
2. **Terms of Use.** This Privacy Policy forms part of our Services Terms and Conditions, which are available at: <https://www.loadmill.com/assets/service-terms.pdf> (“**Terms**”) and which you accepted prior to accessing and/or using the Services for the first time. Any capitalized but undefined term in this Privacy Policy shall have the meaning given to it in the Terms.
3. **Consent.** You are not legally obligated to provide us Personal Information, and you hereby confirm that providing us Personal Information is at your own free will. By using the Services, you consent to the terms of this Privacy Policy and to our collection, processing and sharing of Personal Information for the purposes set forth herein. If you do not agree to this Privacy Policy, please do not access or otherwise use the Services.
4. **Modification.** We reserve the right, at our discretion, to change this Privacy Policy at any time. Such change will be effective 10 days following posting of the revised Privacy Policy on the Site, and your continued use of the Services thereafter means that you accept those changes.
5. **What Personal Information We Collect and How We Collect It.** We do not currently require you to provide Personal Information in order to have access to general information available on the Site. However, we do receive and/or collect Personal Information from you in the following ways:
 - 5.1. **Partner User Information.** If you become a Loadmill partner (“**Partner**”) by accepting the Loadmill Partner Agreement, available at: <https://www.loadmill.com/assets/partner-terms.pdf> (“**Partner Agreement**”), as Partner Users (as such capitalized term is defined in the Partner Agreement) use your Partner Website (as such capitalized term is defined in the Partner Agreement), we will collect or obtain certain Personal Information or other information of such Partner Users for the purpose of providing the Test Services to our Customers (“**Partner User Information**”). Such information includes, without limitation, the IP addresses and the user agent information (e.g, browser type and version, OS type and version) of your Partner Users. We will use the Partner User Information to perform the Test Services. Certain Partner User Information may be collected by Loadmill’s Customers via their Applications in connection with their use of the Software and Test Services. The collection and use of and Partner User Information by any Customer shall be governed by the applicable Customer’s privacy policy, and Loadmill shall not be responsible for any collection or use of Partner User Information by Customers.
 - 5.2. **Account.** In order to access and use the Software, you will be required to create an account (“**Account**”). We offer different options to create an Account, including:
 - (a) **Online Registration Form:** You may choose to complete and submit an online registration form. You will be asked to provide us with certain mandatory information such as your name and email address, and a password that you will use for your Account.

- (b) **Third Party Accounts:** You may choose to create an Account by clicking on a “sign-in” button that we display on the Site for a designated third party website or service (each a “**Third Party Account**”), such as Google or Github. Doing so will enable you to link your Account and your Third Party Account. If you choose this option, then you will be required to approve the connection as well as the types of information (which may include Personal Information) that we will obtain from your Third Party Account and the types of activities that we may perform in connection with your Third Party Account. Please note that in order to use this option, you will need to have, and may need to be signed-in to, an existing Third Party Account.

Regardless of which method you choose to register your Account, we may send an email to your nominated email address to instruct you how to confirm your registration.

- 5.3. **“Contact Us” Information.** If you contact us via the live chat available on the Site or send us a “Contact Us” request by sending an email to support@loadmill.com, you may be required to provide us with certain information such as your name and email address.
- 5.4. **Share with Colleagues Service.** The Software may enable you to invite your colleagues to use our Services by sending them an invitation email or message and/or to share results, information and reports obtained from and created in connection with the Test Services (“**Reports**”). You may do so by: (i) using the Software to send or post an invitation message or share Reports via your Third Party Account; and/or (ii) using the Software to send an invitation email and/or Reports to your colleague’s external email address (for example, a gmail address). If you send or post an invitation message we may collect Personal Information about the recipient such as their [mail address or party website account user name and ID.
- 5.5. **Purchases.** The Software includes the option to purchase certain products or services from us. If you choose to make a purchase, we will require sufficient information from you to complete the transaction. Such information could include a credit card number and related account and billing information, invoice related information, and other data required to process the order. We may also update such data should you grant us permission to bill you or your credit card for recurring charges, such as monthly or other types of periodic payments. We may use the tools, software or services of third-party service providers to process transactions on our behalf, in which case you acknowledge and agree to review and be bound by the terms of use and privacy policy of said third-party service provider.
- 5.6. **Log Files.** We may make use of log files. The information inside the log files includes internet protocol (IP) addresses, type of browser, Internet Service Provider (ISP), date/time stamp, referring/exit pages, clicked pages and any other information your browser may send to us. We may use such information to analyze trends, administer the Services, track users’ movement around the Services, and gather demographic information.
- 5.7. **Cookies and Other Tracking Technologies.** Our Services may utilize “cookies”, anonymous identifiers and other tracking technologies in order to for us to provide our Services and present you with information that is customized for you. A “cookie” is a small text file that may be used, for example, to collect information about activity on the Services. Certain cookies and other technologies may serve to recall Personal Information, such as an IP address, previously indicated by a user. Most browsers allow you to control cookies, including whether or not to accept them and how to remove them. You may set most browsers to notify you if you receive a cookie, or you may choose to block cookies with your browser. Please note that if you choose to block or remove cookies, you may not be able to access or use the Site and/or the Software or any part thereof.
- 5.8. **Google Analytics.** The Site may use a tool called “Google Analytics” to collect information about use of the Site. Google Analytics collects information such as how often users visit this site, what pages they visit when they do so, and what other sites they used prior to coming to this Site. We use the information we get from Google Analytics to maintain and improve the Site and our products. We do not combine the information collected through the use of Google Analytics with personally identifiable information. Google’s ability to use and share information collected by Google Analytics about your visits to this Site is restricted by the Google Analytics Terms of Service, available at <http://www.google.com/analytics/terms/us.html>, and the Google Privacy Policy, available at <http://www.google.com/policies/privacy/>. You may learn more about how Google collects and processes data specifically in connection with Google Analytics at <http://www.google.com/policies/privacy/partners/>. You may prevent your data from being used by Google Analytics by downloading and installing the Google Analytics Opt-out Browser Add-on, available at <https://tools.google.com/dlpage/gaoptout/>.
1. **The Way We Use Personal Information.** If you submit or we collect Personal Information through the Services, then we may use such Personal Information in the following ways, via any applicable communication channel, including e-mail, SMS, etc.:

- 1.1. We will use your Personal Information to provide and improve our Services, to send you marketing and/or advertisement communications that we believe may be of interest to you, such as special offers, blog posts, to contact you in connection with the Services and certain programs or offerings that you may have registered for, and to identify and authenticate your access to the parts of the Services that you are authorized to access.
- 1.2. We may use your designated email address to: (i) send you updates or news regarding the Services and our products; and/or (ii) respond to a “Contact Us” or administrative request (for example, to change your password).
- 1.3. We may transfer your Personal Information to our local or foreign subsidiaries or affiliated companies for the purpose of storing or processing such information on our behalf. Such information may be transferred to other countries. We require that these parties agree to process such information in compliance with our Privacy Policy.
- 1.4. We may share your Personal Information with our third party service providers and partners, but only to assist us with our business operations and to provide our Services to you and other users. Such information may be transferred to other countries. We use commercially reasonable efforts to only engage or interact with third party service providers and partners that post a privacy policy governing their processing of Personal Information.
- 1.5. We may disclose your Personal Information or any information you submitted via the Services if we have a good faith belief that disclosure of such information is helpful or reasonably necessary to: (i) comply with any applicable law, regulation, legal process or governmental request; (ii) enforce our Terms and Partner Agreement, including investigations of potential violations thereof; (iii) detect, prevent, or otherwise address fraud or security issues; or (iv) protect against harm to the rights, property or safety of Loadmill, our users, yourself or the public.
2. **Use of Anonymous Information.** We may use Anonymous Information (as defined below) or disclose it to third party service providers in order to improve our Services and enhance your experience with the Services. We may also disclose Anonymous Information (with or without compensation) to third parties, including advertisers and partners. “**Anonymous Information**” means information which does not enable identification of an individual user, such as aggregated information about the use of our Services.
3. **Opting Out.** You may choose not to receive future promotional, advertising, or other Services-related emails from us by selecting an unsubscribe link at the bottom of each email that we send. Please note that even if you opt out of receiving the foregoing emails, we may still send you a response to any “Contact Us” request as well as administrative emails (for example, in connection with a password reset request) that are necessary to facilitate your use of the Site.
4. **Choice.** At all times, you may choose whether or not to provide or disclose Personal Information. If you choose not to provide mandatory Personal Information, you may still visit the Site but you will be unable to access the Software, as well as certain other options, programs, offers, and services that involve our interaction with you. If you are a Partner, you are required to obtain and maintain all necessary consents, rights and authorizations and display all notices required under applicable privacy laws and regulations in order to provide Loadmill with, and to allow Loadmill to collect, Personal Information and Partner User Information in connection with your partnership, including without limitation, from your Partner Users. You further acknowledge that if you do not agree to the collection and/or use of Partner User Information by Loadmill, Loadmill may terminate your partnership and the Partner Agreement.
5. **Access/Accuracy.** To the extent that you do provide us with Personal Information, we wish to maintain accurate Personal Information. If you would like to delete or correct any of your other Personal Information that we may be storing, you may submit an access request by sending an email to support@loadmill.com. Your email should include adequate details of your request.
6. **Links to and Interaction with Third Party Products.** The Services may enable you to interact with or contain links to your Third Party Account and other third party websites, products and services that are not owned or controlled by us (each a “**Third Party Service**”). We are not responsible for the privacy practices or the content of such Third Party Services. Please be aware that Third Party Services may collect Personal Information from you. Accordingly, we encourage you to read the terms and conditions and privacy policy of each Third Party Service that you choose to use or interact with.
7. **Children’s Privacy.** The Services are not structured to attract children under the age of 13 years. Accordingly, we do not intend to collect Personal Information from anyone we know to be under 13 years. If we learn that we have collected Personal Information from a child under 13 years, we will delete that information as quickly as possible. If you believe that we might have any such information, please contact us at support@loadmill.com.
8. **Security.** The security of Personal Information is important to us. We follow generally accepted industry standards, including the use of appropriate administrative, physical and technical safeguards, to protect the

Personal Information submitted to us. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use reasonable acceptable means to protect your Personal Information, we cannot guarantee its absolute security or confidentiality. If you have any questions about security on the Service, you can contact us at support@loadmill.com.

9. **Merger, Sale or Bankruptcy.** In the event that we are acquired by or merged with a third party entity, or in the event of bankruptcy or a comparable event, we reserve the right to transfer or assign Personal Information in connection with the foregoing events.
10. **California Privacy Rights.** California Civil Code Section 1798.83 permits our customers who are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, please send an email to support@loadmill.com. Please note that we are only required to respond to one request per customer each year
11. **Our California Do Not Track Notice.** We do not currently respond or take any action with respect to web browser “do not track” signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of personally identifiable information about an individual consumer’s online activities over time and across third-party web sites or online services. We may allow third parties, such as companies that provide us with analytics tools, to collect personally identifiable information about an individual consumer’s online activities over time and across different web sites when a consumer uses the Services.
12. **Deletion of Content from California Residents.** If you are a California resident under the age of 18 and a registered user, California Business and Professions Code Section 22581 permits you to remove content or Personal Information you have publicly posted. If you wish to remove such content or Personal Information and you specify which content or Personal Information you wish to be removed, we will do so in accordance with applicable law. Please be aware that after removal you will not be able to restore removed content. In addition, such removal does not ensure complete or comprehensive removal of the content or Personal Information you have posted and that there may be circumstances in which the law does not require us to enable removal of content.
13. **Commitment.** We are committed to protecting your privacy. Protecting your privacy online is an evolving area, and we are constantly evolving our Services to meet these demands. If you have any comments or questions regarding our Privacy Policy, or your Personal Information that we may be storing and using, please contact us at support@loadmill.com.

Last updated: August 5, 2018