

PRODIGY GRAIL LLC D/B/A SKILLMATE PRIVACY POLICY

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Introduction:

SkillMate provides variable levels of eLearning services. Prodigy Grail LLC d/b/a SkillMate is an Illinois Limited Liability Company located in Springfield, Sangamon County, Illinois, United States of America. SkillMate complies with Data Protection Laws, including the European regulation for data protection (General Data Protection Regulation - GDPR). SkillMate does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Laws.

SkillMate is a cloud subscription-based eLearning service. Customers access SkillMate services by means of a unique combination of a user identifiers and secure passwords. By gaining access to the service through this combination, the customers are allocated a specific domain that is owned and managed exclusively by them.

Privacy Policy:

SkillMate respects its user's privacy and is committed to protecting it through compliance with this policy. This Privacy Policy describes SkillMate's policies and procedures regarding the collection, use and disclosure of personal information we receive from registered users or website visitors to skillmateapp.com. This Privacy Policy applies only to information provided to SkillMate through this Site and explains: (i) what SkillMate does with that information, (ii) how SkillMate shares that information, and (iii) how SkillMate handles the content you provide to its website. This Policy also explains a customer or user's rights and the choices available regarding SkillMate's use of personal information and how customers or users can access, update and or remove this information.

SkillMate's Privacy Policy will be updated from time to time. You will be notified of any material changes solely by SkillMate posting new Privacy Policies on this Site located on its Privacy Policy page. Changes will be readily apparent based on the existence of the "Last Modified" date at the top of this policy. Users should review SkillMate's Privacy Policy whenever using this "Site" to stay informed about how users can help protect their privacy. If a user disagrees with any changes to SkillMate's Privacy Policy, the user should immediately stop using this "Site" and deactivate their account(s), as more fully explained below.

This Privacy Policy applies to information that SkillMate obtains through a user's access to this "site" via any computer, desktop, laptop, mobile phone, tablet, or other consumer electronic device. The term "Site" includes the SkillMate's web site, its domain skillmateapp.com, and its SaaS service, but does not include any other third-party products or services for which a separate privacy policy may be applicable, particularly third-party products or services that are used in conjunction with SkillMate products or services. Users are encouraged to always review the policies of third-party products and services to make sure you are comfortable in how they collect and use your information.

By accessing and using this site, you confirm that you have read and fully understood this Privacy Policy, that you agree to the collection and the usage of your own and others' personal

information in accordance with the Privacy Policy, and that you have the authority to provide us with all information submitted by you via the site, including but not limited to personal information of third parties. Any user who registers with and/or uses SkillMate's Services must accept the Terms of Service and agree to the collection, transfer, processing, storage, disclosure, and other uses described in this Privacy Policy.

This Policy does not apply to information collected by (a) SkillMate offline or through any other means, including on any other website operated by SkillMate or its affiliates or (b) any third parties through any application or content, including advertising, that may link to or be accessible from or through SkillMate's website. Finally, this website and SkillMate's products and services are not intended for children under the age of 13 years of age. If you are under the age of 13, do not use or provide any information to SkillMate, this website, or through any interactive function associated with this site or domain, and do not purchase any products or services through this site.

Collection: Identifiable Personal Information Collected:

Personal identifying refers to information about a user that can be used to contact or identify the user, and/or that might provide information about the use of and activities that have taken place at SkillMate's site that may be directly associated to the user ("Personal Information"). It is understood and accepted that users and visitors may provide SkillMate with personal identifying information. Personal information that SkillMate collects may include, but is not limited to, your name and email address. When a user visits the site, SkillMate's servers automatically record information that a user's browser sends whenever it visits a website. This information may include, but is not limited to, the user's Internet Protocol address, browser type, the web page the user was visiting before coming to SkillMate's site and information the user searches for on our Site. Like many websites, SkillMate will likely use "cookies" to collect information. A cookie is a small data file stored by your browser at your Device's hard disk for record-keeping purposes. SkillMate uses "session ID cookies" to support login and main service functionality. SkillMate may also use cookies of third-party providers.

SkillMate does not collect or store data from third-party cookies. Moreover, users can modify their browsers to stop accepting cookies, or in the alternative, to prompt the user before accepting a cookie from a website. Please note, however, a user may not be able to use all portions of the site or enjoy all functions of SkillMate's services if it restricts cookie use.

In addition to the data SkillMate collects about all users, it also collects required data pursuant to customer contracts, such as a user's company affiliation, invoice data and service usage data demonstrating the service is being used in accordance to our customer's subscription terms. SkillMate also collects service usage data in aggregate form (i.e., demographics) to improve our service. SkillMate may also acquire additional data through customer's support requests to the extent required to resolve a technical issue or respond to a request or complaint. If you are a customer and no longer wish for users to receive such emails, a customer can remove itself by selecting the "unsubscribe" link provided within the e-mail footer, where applicable.

Third-party Services:

It is understood that users may access third-party services through SkillMate. These services may include access to content on You Tube, Twitter, Facebook and/or or social media by linking a customer's account with SkillMate to an account on the third-party service, or by "liking" or "sharing" content created subject to the third party's Terms of Use. SkillMate may also contain links to third-party websites. Linked websites and third-party services, however, are not under SkillMate's control and, therefore, SkillMate is not responsible for their content.

A customer or user's use of a third-party services may also enable access to videoconferencing or other functions. If using a third-party website or service that includes separate content or functionality, SkillMate disclaims any responsibilities for Personal Information collected or retained by those third parties. All customers, users or visitors must agree, therefore, that such third parties may process Personal Information provided to these third parties and that SkillMate has no responsibility or ability to protect any Personal Information provided to these third parties and/or exported from SkillMate's systems.

Credit and/or Debit Cards:

SkillMate does not store credit card information in its systems. All credit card transactions are processed using secure encryption - the same level of encryption used by leading banks. Card information is transmitted, stored, and processed securely at gateways on a PCI-compliant network.

Stripe (stripe.com) will be the subscription billing software for the recurring billing, subscription management and automatic invoicing. Stripe integrates with customer's location as determined by Stripe to calculate the sales tax. The total cost is inclusive for payment purposes. Pricing and packages are determined on a customer's needs and/or the number of users. The terms of use and privacy policies for Stripe can be found at support.stripe.com/topics/privacy.

Content:

SkillMate collects and stores content that created, inputted, submitted, posted, uploaded, transmitted, stored or displayed in the process of using its "Site". Content may include Personal Information or other sensitive information that users or customers choose to include ("incidentally-collected Personal Information"). Although SkillMate owns the code, databases, and all rights to its services, Customers retain ownership, control and all rights to their records and data which are their property.

How Personal Information is Used, Processed and Retained:

Personal Information is or may be used for the following purposes:

- to improve our Site, services, features and content,
- to administer use of our Site,
- to enable users to enjoy and easily navigate the Site,
- to understand user's needs and interests,
- to fulfill requests made by users,
- to personalize a user's experience,

- to provide or offer software updates and product announcements, and
- to provide users with further information and offers from SkillMate believes may be useful or interesting to its customers and users, including newsletters, marketing materials or promotional.

SkillMate uses information obtained by technical means to monitor and analyze use of its Site and its services, for the Site's technical administration, to increase the Site's functionality and user-friendliness, to generate and derive useful data and information concerning the interests, characteristics and website use behavior of its customers and users, and to verify that visitors to the Site meet the criteria required to access the site.

SkillMate collects and processes personal data in a transparent manner, to the extent necessary for specified, explicit and legitimate purposes, and does not process it further in a manner incompatible with those purposes. SkillMate takes steps to ensure the data collected is accurate and, when necessary, updated. SkillMate also takes reasonable steps to timely delete or rectify personal data, if inaccurate. SkillMate takes steps to guarantee security, including the protection against unauthorized or unlawful processing and accidental loss, destruction, or degradation, by using appropriate technical or organizational measures. SkillMate

Each domain's data are retained for as long as the Customer's paid subscription to the service lasts. If Customer elects not to renew a Subscription that account is permanently deleted. SkillMate will not provide notifications before deleting Customer's account.

Information Sharing and Disclosure:

SkillMate will display personal information in a user's profile page and elsewhere on its Site according to the preferences set in each customer or user's account. Any information a customer or user chooses to provide should reflect how much personal information the customer or user wants other SkillMate users to know. SkillMate encourages users to guard their anonymity and sensitive information and recommend that users carefully consider what information to disclose in their profile pages. Notwithstanding these admonishments, a user can review and revise their profile information at any time. Users should be cognizant that the customer's administrator or specially designated support personnel may be able to: (i) access information in and about an account; (ii) access communications history, including file attachments, from your account; (iii) disclose, restrict, or access information provided or that is made available when using your account, including your Content; and/or (iv) otherwise control how your account may be accessed or deleted. The amount of control a customer's administrator or specially designated support personnel may have over such information is a local decision.

SkillMate does not sell personal information or content to third parties and will not share or disclose any personal information or content with third parties except as described in this policy. SkillMate does not share personal information about individual users with third parties for their marketing purposes (including direct marketing purposes).

Please note, however, that for security, service operation and management purposes, SkillMate uses third-party services that provide the same level of protection as SkillMate. Third-party

vendors and providers supply the necessary hardware, software, networking and storage to run SkillMate. These third parties have access to your Personal Information only for purposes of performing these tasks on SkillMate's behalf.

Legal Compliance:

SkillMate cooperates with government and law enforcement officials and private parties to enforce and comply with the law. SkillMate will disclose any information about users to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of SkillMate or a third party, to protect the safety of the public or any person, or to prevent or stop any activity we may consider to be, or to pose a risk of being, illegal, unethical, inappropriate or legally actionable. To the extent required, SkillMate will additionally comply with any requirement of the Digital Millennium Copyright Act, any intellectual properties statutes, and state privacy laws, including, but not limited to California, Colorado, Connecticut, Virginia and Utah privacy statutes.

Furthermore, to the extent required, SkillMate may share or transfer a customer or individual user's personal information during any merger, sale of company assets, financing, or acquisition of all or a portion of SkillMate's business to another company. Customer's and individual users will be notified on any change in ownership or uses of personal information and the options each customer or individual user has relating to their personal information.

SkillMate employs reasonable measures designed to protect your information from unauthorized access as required by law. Although SkillMate owns the source code, databases, and all rights to its services, Customers and the individual users retain ownership, control and all rights to their private information or records and data which are their property.

Customer and User Rights:

When SkillMate processes personal data on behalf of and as instructed by its Customers, the Customers are responsible towards the data subjects and individual users should contact the respective Customer administrator to which the content of each user service belongs for exercising an individual user's respective rights. SkillMate does not respond directly to individual user's requests to exercise rights but instead inform the customer without delay and provide all reasonable assistance to satisfy the individual user's requests in accordance with instructions of the customer.

SkillMate has the necessary features to enable our customers to protect the rights of the data subjects on their behalf, such as secure password policies and the rights to have all personal information deleted. Customers and individual users have the right to receive confirmation on whether a user's personal data are processed and the way it was processed. Customers and users also have the right to require correction of inaccurate data relating to individual users and to fill in incomplete data if necessary for processing.

Customers or users additionally have the right to ask for the erasure of personal data. SkillMate will erase the data where one of the following grounds applies: a) the personal data is no longer necessary in relation to the purposes of processing; or b) the person requesting the erasure

withdraws consent on which the processing is based and there is no other legal ground for the processing; or c) the data subject objects to the processing and there are no overriding legitimate grounds for the processing or the data subject objects to processing for direct marketing; or d) the personal data have to be erased for compliance with a legal obligation. SkillMate will not erase personal data, however, if the data must be maintained for compliance with a legal obligation or in cases where the processing is required for the establishment, exercise, or the defense of legal claims. If a customer or user is receiving marketing emails, either can remove themselves from the recipients list by selecting the "unsubscribe" link within the e-mail.

Customers or users further have the right to request restriction of processing if the accuracy of personal data is disputed until such time that the personal information can be verified for accuracy or based on any other legitimate reason specified in applicable Data Protection Laws. Customers or users also have the right to receive personal data in a structured, commonly used and machine-readable format and to request the direct transmission of personal data by SkillMate to another, assuming it is technically feasible. Customers and users may additionally oppose the processing of personal data which takes place without consent by contacting SkillMate at any time.

Furthermore, if and individual user is a California resident, that user has the right to direct a business that sells (or may in the future sell) Personal Information to stop selling an individual user's personal information and to refrain from doing so in the future. California users additionally have the right to be free from discrimination if the user exercises any of the rights provided in the CCPA, or any applicable privacy law provision. In particular, SkillMate will not deny goods or services; charge different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties; provide a different level or quality of goods or services; or suggest that anybody (including California residents) will receive a different price or rate for goods or services or a different level or quality of goods or services.

Contacting Information:

If there are any question about this Privacy Policy and/or a customer or individual user seek to exercises any rights under this policy, please contact SkillMate at the information identified below:

SkillMate
Attention: Naomi Lopez, Manager
2501 Chatham Road, Suite R
Springfield, IL 62704
naomi@prodigygrail.com

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