

MOCA SYSTEMS INC. PRIVACY POLICY

MOCA Systems Inc. (**MOCA**) owns and operates the website: <http://www.touchplan.io> (**Site**). The Site, the services available at the Site, any mobile applications that are made available by MOCA (if any) (**Mobile Apps**), and all updates, modifications, enhancements and improvements to any of the foregoing are collectively referred to as the **Service**.

The following policy explains how MOCA may collect, use and disseminate information obtained from Users of the Service. Capitalized terms used herein without definition will have the same meanings as defined in the Terms of Service applicable to the Service, which are available at: [\ttdg##a n!tc i Wld`Ub"j c#Y\[U`#GYfj \]WY!H fa g.](#)

Information Collected.

MOCA collects any User Content that you upload, post, submit or otherwise distribute to or through any aspect of the Service.

When you visit the Site or use Mobile Apps, web servers collect general information about your visit (such as, for example, traffic data like time, date and the address of the website from which you entered the Site), which is stored as anonymous, aggregate data. MOCA also collects more specific information about you and your use of the Service (such as, for example, demographic data, profile data and frequency or duration of use). Collecting such data (collectively, **Traffic Data**) may entail the use of software programs, web beacons, pixel tags, Cookies (as defined below), IP addresses or other numeric codes used to identify a computer. Mobile Apps may also collect and transmit to MOCA information about your location which is used in connection with your use of the Service. Such information is considered Traffic Data under this Privacy Policy. At no time will MOCA's Mobile Apps access, collect or store any of the personal contacts or photographs or any other information stored on your mobile device without your permission.

When you register for the Service via the Site or through the Mobile Apps, our registration process may require you to provide your name, company name, username, password, legitimate electronic mail address and certain additional information (collectively, **Registration Data**). If you are using any part of the Service for which MOCA charges fees, you will also be required to provide your credit card number and billing information. If you are registering as the owner of a MOCA account, you may also be required to provide the names and email addresses of individuals to whom you would like MOCA to provide access to your account.

Children.

MOCA will not knowingly collect any personally identifiable information from any person that is actually known to us to be under the age of 13. If MOCA becomes aware that a person under 13 has provided personally identifiable information, it will take steps to remove such information and terminate the respective account.

Use of Information.

MOCA uses Traffic Data to help diagnose problems with its web servers, to administer the Service and to analyze User trends and behaviors. MOCA will share Traffic Data with certain third parties for the purposes of technical and customer support. In addition, MOCA will share aggregated User information and Traffic Data with certain third parties, including but not limited to, advertisers, investors and content distributors. Except as set forth below, at no time will any personally identifiable information be shared with any third party by MOCA. Your IP address is not linked to personally identifiable information, but is used to gather broad demographic data and to monitor statistics to improve the Service.

MOCA uses Registration Data to contact you with information about the Service and to respond to your inquiries. MOCA uses User Content to provide the Service to you (e.g., sharing User Content with other Users who are authorized to see such User Content) and in anonymous, aggregated form to analyze usage patterns and to customize the Service and content that Users see on the Service. MOCA may use and disclose such aggregated, anonymous measures to advertisers, partners, and other third parties in the course of MOCA's business.

Sharing of Personally Identifiable Information.

Currently, MOCA will not share personally identifiable information with any third party for commercial purposes that are not related to the Service. MOCA may, however, disclose personally identifiable data if (1) reasonably necessary to perform the Service, (2) authorized by you, (3) permitted under this Privacy Policy or (4) MOCA is required to do so by law or regulation, or in the good faith belief that such action is necessary (i) to conform or

comply with any legal, regulatory, law enforcement or similar requirement or investigation, (ii) to protect or defend the rights or property of MOCA or any other User or (iii) to enforce the Terms of Service.

Business Transfers.

MOCA may transfer Traffic Data and Registration Data (including personally identifiable information) and User Content to any successor to all or substantially all of its business or assets that concerns the Service. In the event of such a transfer, such successor will have all of the rights and be subject to all of the obligations of this Privacy Policy, including, without limitation, the right to modify or replace this Privacy Policy, as provided herein.

Security.

Information collected by MOCA is stored in secure operating environments that are not made generally available to the public. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, MOCA cannot ensure the security of any information you provide, and you do so at your own risk. Once MOCA receives your transmission, it will make reasonable efforts to ensure its security on MOCA's systems.

Third Party Sites and Mobile Applications.

The Service may permit you to link to other websites on the Internet, and other websites and mobile applications may contain links to the Service. These other websites and mobile applications are not under MOCA's control. The privacy and security practices of websites and mobile applications linked to or from the Site are not covered by this Privacy Policy, and MOCA is not responsible for the privacy or security practices or the content of such websites and mobile applications.

IP Addresses and Cookies.

MOCA uses your IP address to help diagnose problems with its web servers and administer the Site. Your IP address is used to help identify you and to gather demographic information. IP addresses are also used to provide an audit trail regarding use of the Service.

"Cookies" are pieces of information that a website transfers to your computer's hard disk for record-keeping purposes. Cookies in and of themselves do not personally identify users, although they do identify a user's computer. You may be able to set your web browser to refuse Cookies, which in turn may affect your ability to access and use the Service.

Third parties who provide advertising using the Service (if any) may also use Cookies for the purpose of collecting and storing information. MOCA does not have access to or control over third party advertisers' use of Cookies. You may be able to opt-out of some of these practices through the Network Advertising Initiative (www.networkadvertising.org), and/or PrivacyChoice (www.privacychoice.org).

Termination.

If you terminate your registration, or if your registration is terminated for any reason by MOCA, copies of your User Content may remain on MOCA's systems. MOCA may continue to use such information as permitted under this Privacy Policy even after you terminate your registration.

Non-US Users.

YOU EXPRESSLY CONSENT TO MOCA'S PROCESSING OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY. YOUR PERSONAL INFORMATION MAY BE PROCESSED BY MOCA IN THE COUNTRY WHERE IT WAS COLLECTED AND IN THE UNITED STATES. UNITED STATES LAWS REGARDING PROCESSING OF PERSONAL INFORMATION MAY BE LESS STRINGENT THAN THE LAWS IN YOUR COUNTRY.

Changes.

MOCA reserves the right, at its sole discretion, to modify or replace this Privacy Policy, in whole or in part, at any time. MOCA will use reasonable efforts to notify you of any material change at least 30 days in advance of the effective date of any change. Change notices may be communicated by postings at the Site or by electronic mail. In any case, you should periodically check the Privacy Policy for changes. Continued use of the Service following such notice of any change to the Privacy Policy constitutes your acceptance of those changes. Information collected by the Service is subject to the Privacy Policy in effect at the time of use.

You may correct or otherwise change your Registration Data by contacting MOCA, as provided below.

Contact.

If you have questions about the Service or these Terms of Use, you may contact MOCA at:

MOCA Systems, Inc., 275 Washington Street, Suite 400, Newton, MA 02458

info@touchplan.io

Last Updated February 09, 2015