

Terms and Conditions of EEI Digital Learning Platform

By signing up with Elcometer Education Institute, you confirm having read and, where applicable, agree to the 1) **Terms of Use**, 2) **Data Protection Policy**, and the 3) **Copyright** of the **Elcometer Education Institute Digital Learning Platform** (hereinafter “**EEI**”) which are outlined below (referred together as the “**Terms and Conditions**”). All three elements of the Terms and Conditions are compulsory.

1. Terms of Use

About Us: the Elcometer Education Institute is operated by Elcometer Inc., located at 6900 Miller Rd., Warren, Michigan 48092, United States of America.

Purpose and Content: The Elcometer Education Institute aims to enable the management and delivery of digital learning solutions to EEI clients around the world (hereinafter “**the Purpose**”). These learning solutions range from self-study courses to, virtual instructor-led trainings and webinars on international standards and related topics (hereinafter “**the Content**”). You may only use the Elcometer Education Institute in accordance with its Purpose. You agree not to use it for any commercial purposes or any other purpose that would not be covered by the Purpose. The use of the Elcometer Education Institute’s LMS is required if you wish to access training services that are offered through it, in relation to the Purpose.

User Account and Password: The Elcometer Education Institute works in connection with EEI’s systems, in order to be aligned with the EEI Policy to use the Single-Sign-On (SSO) to access the LMS. You must access the Elcometer Education Institute’s LMS using the assigned access code after purchase of a particular course. You agree that you must treat all user account linked information as confidential and you will never divulge or share access to your user account with any third party for any reason.

Information to the User Account: In addition to the required information that is automatically linked to your user account, you may be required to add further personal information such as your mobile number, postal address, job title, organizational affiliation. In any case, you certify that all information provided by you is accurate, current and complete.

Trainings and Content Conditions: The Elcometer Education Institute offers a digital learning solution for self-study and virtual instructor led courses. Elcometer Education Institute will regularly offer Content in a specific area of study or on a particular topic. EEI reserves the right to cancel, modify, interrupt or reschedule any Content as well as the point value or weight of any assignment, exam or other evaluation of progress. EEI may also change the digital learning solutions and/or the virtual instructor-led trainings without notice. In any case, Content offered is subject to the Disclaimer of Warranties / Limitation of Liabilities section below.

Disclosure of Identity: If required to do so by law or to respond to any legal claims, EEI may disclose your personal data to the relevant regulatory or legal authority.

Accessing the Elcometer Education Institute: Access to the Elcometer Education Institute's LMS is granted after successful processing of course payment. The operation of the Elcometer Education Institute is made available on an "as is" and "reasonable efforts" basis. EEI does not guarantee that the Elcometer Education Institute LMS, or any Content on it, will be uninterrupted. EEI may decide, at its sole discretion, to suspend, withdraw, discontinue and/or change all or any part of the Elcometer Education Institute's course content without notice.

Disclaimer of Warranty / Limitation of Liabilities: To the full extent permitted by law, EEI excludes all conditions, warranties, representations and/or other terms which may apply to Elcometer Education Institute LMS or any Content on it, whether express or implied (including any warranties with respect to availability, merchantability, fitness for a particular purpose, or otherwise).

EEI does not warrant, and hereby disclaim any warranties, either express or implied, with respect to the accuracy, adequacy or completeness of any content, information obtained from the Elcometer Education Institute.

EEI does not warrant that (a) content will meet your requirements or expectations or achieve the intended purposes, (b) content will not experience outages or otherwise be uninterrupted, timely, or error-free, (c) the information or services obtained through or from the content will be accurate, complete, current, error-free, completely secure or reliable.

You acknowledge and agree that the warranty disclaimers and the limitations of liability set forth in these terms and conditions reflect a reasonable and fair allocation of risk between you and EEI, especially with regards to the fact that the use of the Elcometer Education Institute is free of charge.

EEI will not be liable to any user or any other person for any loss or damage (including any direct, indirect, incidental, and/or consequential losses), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the:

- use of, or inability to use, the Elcometer Education Institute LMS, any Content (or any part of it) and/or
- use of or reliance on any Content displayed on the Elcometer Education Institute

whether or not we have been advised of the possibility of such claims and/or losses in advance, and even if such claim or loss is foreseeable.

EEI assumes no responsibility for the content of 3rd party websites linked on the Elcometer Education Institute. Such links should not be interpreted as endorsement by us of those linked websites. EEI will not be liable for any loss or damage that may arise from your use of them.

EEI will not be liable to you for any breach of any of the Terms and Conditions associated with the use of Elcometer Education Institute's LMS.

Indemnification: you agree to indemnify, defend and hold harmless EEI and each of their respective officers, directors, agents, employees, and assignees from any and all claims, liabilities, expenses and damages, including reasonable attorneys' fees and costs, made by any third party relating to or arising out of (a) your use or attempted use of the Elcometer Education Institute website, LMS or Content in violation of the Terms and Conditions or any applicable laws (b) your violation of any law or rights of any third party or (c) information that you post or otherwise make available on the Elcometer Education Institute's LMS or through the Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

Viruses and Other Malicious or Harmful Technologies: you must not misuse or affect the Elcometer Education Institute website or LMS (as applicable) by knowingly introducing viruses, trojans, worms, logic bombs, and/or other material which is malicious or technologically harmful. You must not attack the Elcometer Education Institute via a denial-of-service (DOS) attack or a distributed denial-of service (DDOS) attack. You must not apply to the Elcometer Education Institute any spidering or copying program or system, nor otherwise apply reverse-technology programs or any other technology that is not strictly linked to the Purpose.

Rules of Conduct: as a condition of accessing the Elcometer Education Institute's website or LMS, you agree not to (a) reproduce, duplicate, copy, sell, resell, or exploit any portion of the Elcometer Education Institute's website or LMS content other than as expressly allowed under these Terms and Conditions; (b) infringe any EEI's name, trademarks, copyright or any other Intellectual Property rights or (c) interfere with or disrupt the Elcometer Education Institute or the servers or networks connected to it, or any requirements, procedures, policies or regulations of networks connected to the Platform. Finally, you agree that you will not access or attempt to access any other user's account, misrepresent or attempt to misrepresent your identity while using the Elcometer Education Institute. In addition, all Attendees participating in Content must agree to abide by the following Code of Conduct:

- I will not make solutions to case studies, quizzes, or exams available to anyone else. This includes both solutions submitted by me, as well as any official solutions provided by the course.
- I will not engage in any other activities that will dishonestly improve my results or dishonestly improve/hurt the results of others.
- I will not, in any other way, impede the correct functioning of the Elcometer Education Institute's LMS or of the training and Content-delivery activities that are deployed on it.

Termination Rights: You agree that EEI, at its sole discretion, may terminate your use of the Elcometer Education Institute's LMS or your participation in it, for any reason or no reason and that EEI shall not have any liability to you for any such action. You further agree that EEI has the right to cancel, delay, reschedule or alter the format of any Content at any time, and that EEI shall not have any liability to you for any such action. If you no longer desire to participate in the activities of the Elcometer Education Institute, you may terminate your participation therein upon notice to EEI and without compensation or refund.

Change to the Terms and Conditions: EEI reserves the right to revise the Terms and Conditions (including any part of it) at any time and without notice, other than through posting the updated terms and respective date of update on its webpage. Any changes made shall have immediate effect upon being posted to its webpage and your continuing use of the Elcometer Education Institute's LMS, after the changes have been made, constitutes your acceptance of such amended Terms and Conditions.

Severability: In the event that any part of any of the Terms and Conditions is held to be invalid, unlawful, or unenforceable by a competent body, it shall not affect the validity, legality, or enforceability of any other remaining provisions within these Terms and Conditions. The part or clause that would be held invalid, unlawful or unenforceable shall be replaced by another part or clause, the content of which shall be as close as legally possible to the original part or clause.

Waiver: If EEI does not enforce any right conferred to it under the Terms and Conditions, such non-enforcement shall not constitute a waiver of that right.

Applicable Law and Jurisdiction: Any dispute arising in connection with these Terms and Conditions shall be governed by United States law to the exclusion of its choice of law provisions. The exclusive place of jurisdiction shall be State of Michigan, Eastern District, United States of America.

2. Data Protection Policy

By participating in the activities of the Elcometer Education Institute, you understand and, where applicable and mentioned, agree that your personal data will be processed and/or stored in accordance with the below.

Registration on the Elcometer Education Institute: In order to function and to be aligned with the EEI Policy to use the Single-Sign-On (SSO) to access the purchased LMS course the Elcometer Education Institute LMS works in common with other EEI applications and systems. As a consequence, it sources personal data from EEI Website and Learning Management System in order to create your user account. Such personal data shall include your full name, job title, e-mail address, country of residence, organization and course choice(s) (all together "**Registration Data**"). In addition to such personal data, the Elcometer Education Institute also processes effective course attendance data and performance related data linked to the use of the Elcometer Education Institute LMS. Finally, you may also decide to add some personal data to your user account, in which case such personal data may be included in your general user profile with EEI. The aforesaid personal data will be processed by EEI for the management and delivery of digital learning solutions and for further course attendance analytics review and statistical reporting in accordance with the Purpose.

- The processing of Registration Data as well as course attendance and performance related data is required by the Purpose and therefore based on the provision of the services offered by EEI in this context. The use of the Elcometer Education Institute's website and LMS is required for such services.

- The processing of any additional personal data that you would add to your user account is based on your choice and, therefore, consent.

Future Learning Opportunities: EEI may use your Registration Data as well as the course attendance and performance data to inform you about other similar learning opportunities in the future. If you no longer wish to remain in contact with us after your learning experience, please send an email to: Webmaster@elcometerusa.com.

- The processing of Registration Data as well as the course attendance and performance data for future learning opportunities is based on EEI's legitimate interest to promote and improve the development of standardization and related learning activities.

Contact with Elcometer Education Institutes: By engaging with the Elcometer Education Institute, you acknowledge that your personal data (including Registration Data, course attendance related data as well as any additional data you would add) may be shared with 3rd Party Certification bodies, as required, for your certification purposes. If you have any questions in this regard, please send an email to: Webmaster@elcometerusa.com.

Retention: The personal data processed in relation to the Elcometer Education Institute will be processed as long as necessary to provide you with the services purchased from EEI in this context. In any case, if you no longer wish to remain in contact with us after the learning activity attended, please send an email to: Webmaster@Elcometerusa.com. However, please note that EEI may have to retain some of your personal data based on the applicable legal basis and justification applied to its processing, especially legal obligations, its associative structure or its prevailing interest. Should you have any questions in this regard, please consult "[Your rights](#)" section of the Elcometer Privacy Policy.

External Service Providers:

- **Hosting and Technical Support:** Elcometer Education Institute is configured and hosted by (GoDaddy). As a user of Elcometer Education Institute's website you agree that your personal data will be process in accordance with the provisions listed by GoDaddy hosting at: <https://www.godaddy.com/legal/agreements/data-protection-security-standards>.
- **EEI Learning Management Software System:** as mentioned above, in the context of the Elcometer Education Institute you are considered to be participating in the EEI Learning Management System (LearnDash) and, as a result, you acknowledge that your personal data may be used, collected, shared, and archived for standardization and related activities. This is done in accordance with the provisions listed by LearnDash. As a participant in the EEI Learning Management software system, you agree that your personal data will be processed in accordance with the provisions (available at the following links): <https://www.learndash.com/privacy-policy>).

Ownership: all Content, which for the avoidance of doubt also includes, but not limited to, text, document, course material, figures, images, publication, sound, video or other content,

on the Elcometer Education Institute® is copyright protected. The full copyright is owned by Elcometer®. Full copyright includes but is not limited to the exclusive right of reproduction, distribution, making available to the public, translation, adaptation, in any existing or future electronic or printed format, for the entire term of copyright protection. Any use of the Content which is not permitted (as per below section “Permission to Use Materials”), including copying of it in whole or in part, for example to another Internet site, is prohibited. You agree to respect EEI’s copyright of any content available on the Elcometer Education Institute. Any unauthorized use such as copying, scanning or distribution is prohibited.

3. Copyright of Elcometer Education Institute Digital Learning Platform

Permission to Use Content: Upon your agreement to the [Terms and Conditions](#), EEI grants you a personal, non-exclusive, non-transferable license to access and use the Elcometer Education Institute. You may download material from the Platform and attend the Content provided only for your own personal, non-commercial use. You may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material, nor may you modify or create derivatives works of the material. The burden of determining that your use of any information, software or any other content on the Platform is permissible rests with you.

Elcometer Privacy Policy

This Privacy Policy explains how Elcometer, including its brands Elcometer and Elcometer Education Institute, (collectively, “we” or “us”) collects, uses, shares and protects personal information. We respect the privacy of every individual who visits our websites (“Website”) and/or purchases or otherwise uses our products and services, including our software, plugins and add-ons (collectively, “Services”). This Privacy Policy is our commitment to transparency in communicating how we collect, use, and disclose your personal information as well as the choices you have with respect to such information.

BY USING OUR SERVICES OR VISITING OUR WEBSITE, YOU AGREE TO BE BOUND BY THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS POLICY, PLEASE DO NOT USE OUR WEBSITE OR SERVICES OR OTHERWISE PROVIDE US WITH YOUR INFORMATION.

SCOPE OF POLICY

This Privacy Policy applies to how we collect, use, and disclose information from the following individuals:

- Customers – individuals who purchase or otherwise use our Services.
- Event/Marketing Participants – individuals who provide their information to us when they register for our webinars, subscribe to marketing material, participate in surveys or contests, or attend our other events.
- Website Visitors – individuals who visit our Website, including those who opt to provide contact information to receive communications from us.

This Privacy Policy does not apply to our Customers' websites. In addition to complying with this Privacy Policy, our Customers are responsible for ensuring that all necessary disclosures are made and all required consents are obtained from their website end users in compliance with applicable laws prior to enabling us to collect, use or disclose any such information. When you visit any of our Customers' websites, you are subject to their own privacy policies and terms of use.

INFORMATION WE COLLECT

Customers. We ask for your information, which may include your name, email address, organization, organizational address, phone number, credit card information, and website domain, to enable us to create an account for you and provide you our Services. By providing us with this information, you represent that you own and consent to our use of such personal information. When you and your end users use our Services, we may automatically collect information about how and where the Services are used, including but not limited to geolocation data, versioning, site health information, configuration settings, and reporting (collectively, "Usage Data"). You understand that this Usage Data may include limited personal information, and therefore you represent and warrant that if you opt in to the collection of this Usage Data, you have made all necessary disclosures to and obtained all necessary consents from your end users for the collection of Usage Data.

Event/Marketing Participants. We may ask for your name, email address, physical address, and phone number to enable you to participate in events, surveys, contents, or to subscribe to marketing materials. Such participation is voluntary and you may choose whether or not to participate and therefore disclose this personal information.

Website Visitors. We may collect your name, email address, physical address, and phone number if you provide it to us when visiting our Website, including in connection with a contact request. In addition, we also collect information such as web server logs, internet protocol (IP) addresses, browser type, or other statistical information as part of aggregated data. We use Google Analytics to help us gather statistical information about the visitors to our Website and how they use the Website on an anonymous, aggregate basis. However, we will not associate this data with your personally identifiable data unless required to do so to cooperate with law enforcement activity or other governmental request or to comply with law. We may use this information to gain a better understanding of the users of our Website, to improve our Website, and to improve our Services. Depending on the type of browser and device that you use, you may have the ability to control the type of information that Google Analytics uses. To understand how Google Analytics collects and processes data, please visit www.google.com/policies/privacy/partners/. We use cookies, beacons, tags, and other tracking technologies to gather demographic information about you, identify your visits to our Website, other interactions with our Website, and personalize your search experience on our Website. See our Cookie Policy, below, for more information.

HOW WE USE YOUR INFORMATION

We use the information we collect about you in the following ways:

- To respond to any requests from you, including those regarding sales and support.
- To contact you regarding any agreements or accepted terms that you may have with us for the Services.
- To provide you with marketing emails, special offers, advertising campaigns, or newsletters.
- To understand how our Services and Website are used.
- To provide you with information logs associated with the use of our Services.
- To contact you regarding functionality changes to our Services or Website.
- To improve our offerings, including developing new features and functionality for our Services and Website.
- To collect payment and bill for our Services.
- To help personalize searches.
- To diagnose and troubleshoot problems.
- To find and prevent fraud.
- To carry out other purposes as disclosed to you through the Website, or found in terms or an agreement between us and you.
- To process the information for other purposes for which we obtain your consent.

HOW WE SHARE INFORMATION

We share the information we collect about you in the following ways:

Within Our Organization. Our company is comprised of several brands, including Elcometer® and Elcometer® Education Institute and we share your information among these brands for our internal business purposes in compliance with this Privacy Policy.

Third-Party Providers. We may share your information with third-party providers that provide services on our behalf. These companies may assist with marketing support, processing credit card payments, providing sales leads, IT support and customer support. Third-party providers may only process personal information pursuant to our instructions, and in compliance with this Privacy Policy and other applicable regulations.

Advertising. Based on cookies and other tracking devices, we may work with advertising companies to display ads that may be of interest to you.

Business Transactions. To provide information to a third party in the event of any disposition of all or any portion of our business (e.g. reorganization, sale, assignment, bankruptcy).

To Create De-identified Data. We may aggregate or otherwise de-identify your personal information so that it is no longer able to be associated with you (“De-identified Data”). We own all De-identified Data and may use and share this information with third parties.

As Required by Law or Similar Investigations. To comply with legal obligations (e.g. subpoena) or investigate potential legal violations. We may be required to share personal information in response to lawful requests from public authorities including to meet national security and/or law enforcement requirements.

Safety. We may disclose your information to protect and defend our safety and those of other users in connection with investigating and preventing fraud or security issues.

Consent. We may share your information for other ways not described above with your consent.

YOUR CHOICES

You may opt-out of the collection of Usage Data by logging into your account and changing your collection settings or contacting us as detailed at the end of this Policy. You may unsubscribe from receiving promotional or marketing emails from us at any time by emailing us as detailed at the end of this Policy. As outlined above, you can also control your cookie settings.

With respect to your account information, you may update, correct or delete information that you provided to us by logging into your account or contacting us as detailed at the end of this Policy.

You are not required to provide all personal information identified in this Policy to use our Website or receive our Services, but certain functionality will not be available if you do not provide personal information. For example, if you do not provide personal information, we may not be able to respond to your request, perform a transaction with you, or provide you with marketing that we believe you would find valuable.

DATA RETENTION AND SECURITY

When we no longer have a legitimate business need to process your personal information, we will either delete or de-identify it.

We take all reasonable steps to protect information we receive from you from loss, misuse or unauthorized access, disclosure, alteration, and/or destruction. We maintain technical, physical, and administrative safeguards to secure your information, and we use industry standard encryption for your data that is transferred over the internet. Despite our use of encryption, we cannot guarantee any method of transmission of information over the internet is 100% secure. If you have any questions about the security of your personal information, please contact us as detailed at the end of this Policy.

INTERNATIONAL TRANSFERS

We are a US company and store your information in our data centers in the United States. We may transfer your personal information to countries other than the country in which you live. Privacy laws in the locations where we handle your personal information may not be as protective as the privacy laws in your home country.

CHILDREN

Our Website and Services are not directed at children. We do not knowingly collect personal information from or about children under 13 years of age, and purchase of our Services by children under 13 years of age is forbidden.

THIRD PARTY SITES AND SERVICES

The Website may contain links to other websites and services operated by third parties. These links are not an endorsement of, or representation that we are affiliated with, any third party. We do not control third party websites, applications or services, and we are not responsible for their actions. Other websites and services follow different rules regarding their collection, use and sharing of your personal information. We encourage you to read their privacy policies to learn more.

NOTICE TO EUROPEAN USERS

The following applies to individuals in the European Economic Area (EEA) and United Kingdom (UK):

Controller. Elcometer, Inc. is the controller of your personal information covered by this Privacy Policy for purposes of EEA and UK data protection legislation.

Legal bases for processing. We are required to inform you of the legal bases of our processing of your personal information, which are described in the table below. If you have questions about the legal basis of how we process your personal information, contact us using one of the methods detailed at the end of this Privacy Policy.

| Processing Purpose | Legal Basis |
|---|---|
| To provide the Website and our Services and communicate with you. | You are subject to a contract with us and we need to use your personal information to provide services you have requested or take steps that you request prior to providing services. |
| To analyze our Service usage, improve our Services, and send you marketing communications. For compliance, fraud prevention, and safety. | These processing activities constitute our legitimate interests. We consider and balance the potential impact on your rights before we process your personal information for our legitimate interests. We do not use your personal information for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). |
| For compliance with law. | Processing is necessary to comply with our legal obligations. |

| | |
|--|---|
| With your consent. | If we expressly ask for your consent prior to processing your information, our processing is based on your consent. Where we rely on your consent you have the right to withdraw it anytime in the manner indicated on the Website. |
| To share your personal information as described in this Policy | This sharing constitutes our legitimate interests, and in some cases may be necessary to comply with our legal obligations. |

Retention. We will only retain your personal information for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal information, we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorized use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

Your Rights. EEA and UK data protection laws give you certain rights regarding your personal information. You may ask us to take the following actions in relation to your personal information that we hold:

- *Access. Provide you with information about our processing of your personal information and give you access to your personal information.*
- *Correct. Update or correct inaccuracies in your personal information.*
- *Delete. Delete your personal information.*
- *Transfer. Transfer a machine-readable copy of your personal information to you or a third party of your choice*
- *Restrict. Restrict the processing of your personal information.*
- *Object. Object to our reliance on our legitimate interests as the basis of our processing of your personal information that impacts your rights.*

You may submit these requests by contacting us as detailed at the end of this Privacy Policy. We may request specific information from you to help us confirm your identity and process your request. Applicable law may require or permit us to decline your request. If we decline your request, we will tell you why, subject to legal restrictions. If you would like to submit a complaint about our use of your personal information or response to your requests regarding your personal information, you may contact us or submit a complaint to the data protection regulator in your jurisdiction. You can find your data protection regulator [here](#).

Cross-Border Data Transfers. Any information you provide to us through the use of the Website may be stored, processed, transferred among, and accessed from the United States and other countries which may not guarantee the same level of protection of personal information as the one in which you reside. However, we will handle your personal information in accordance with this Policy regardless of where your personal information is kept. Regarding transfers from the EEA and UK to the United States, we rely on the derogations for transfers which are necessary to perform the transaction with you. Where required by law, you may request a copy of the suitable mechanisms we have in place by contacting us as detailed below. If you reside in other non-US jurisdictions outside the EEA and UK, your use of the Website or provision of any personal information constitutes your consent for the transfer of such data to the United States for the purposes identified above. If you have questions about cross-border transfers, please contact us as detailed below.

NOTICE TO CALIFORNIA RESIDENTS

The following section applies to California residents.

The California Consumer Privacy Act, as amended by the California Privacy Rights Act (collectively, the “CPRA”) creates consumer privacy rights and requires businesses to make disclosures about their privacy policies and practices. Pursuant to the CPRA, both our privacy practices and your privacy rights are discussed in detail in the following information.

Personal Information We Collect. We collect your personal information when you interact with our Website, use our Services, or otherwise communicate with us. For the purposes of this Privacy Policy, “personal information” means information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device. We have collected the following categories of personal information covered by the CPRA from consumers within the past 12 months, and have used it for the following business purposes:

| Category of Personal Information Collected | Business Purpose of Collection | Source(s) of information |
|---|---|---|
| Identifiers, including real name, alias, mailing address, email address, account name, telephone numbers, and unique personal identifiers such as | To provide our Website and Services and to market our Services to you | Directly from you when you contact us, order Services, set up an account, or respond to promotions as well as through our authorized resellers if you purchase Services through |

| | | |
|---|---|--|
| online identifiers and IP address | | them, and passively when you visit our Website or use our Services |
| Geolocation data | To provide our Services and assist in marketing and identify Website traffic patterns | Passively when you visit our Website or use our Services |
| Financial information, including credit card number or debit card number | To fulfill your orders for our Services | Directly from you |
| Commercial information, including Services purchased | To fulfill your orders for our Services | Directly from you or from our authorized resellers when you order our Services |
| Internet or other electronic network activity information, including browsing history, search history, and information regarding an individual's interaction with an internet site, application, or advertisement | To provide you more relevant content, track original Website visits, and optimize your Website experience as well as to ensure our systems are properly functioning | Passively when you visit our Website or use our Services |

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible business purposes without providing you notice. We will only retain your information as long as it is reasonably necessary for the purposes for which it was collected.

Sharing Your Information. We do not share your personal information with third parties for cross-context behavioral advertising purposes or otherwise sell your personal information, but we may disclose your personal information to third parties for a business and certification purpose. Specifically, in the past 12 months we have disclosed unique personal identifiers such as online identifiers and IP address and Internet or other electronic network activity information to our internet service providers, operating systems and platforms, course certifying body and marketing intelligence service providers.

Your Rights. California residents have certain rights regarding your personal information:

- Right to Know. You may request no more than twice in a 12-month period that we provide you with copies of specific personal information we have collected, sold, or disclosed about you. However, under California law, we cannot provide you with certain sensitive information, despite your request (for example, we will not send you copies of your social security number even if it is something we collected).
- Right to Correct. You may request that we correct inaccurate personal information we maintain about you.
- Right to Delete. You may request that we delete certain personal information we have collected about you, with certain exceptions.
- Shine the Light. Under California's "Shine the Light" law, you have the right to ask us once a year if we have shared your personal information with third parties for direct marketing purposes.

Exercising Your Rights. To exercise your rights above, please submit a request to us here, by emailing us at webmaster@elcometerusa.com, or by calling us at 1-248-650-0500. Please describe your request with sufficient detail so we can properly respond to your request. As part of your request, please specify which right you are exercising and be prepared to provide the following information: name, email address, and the type of request you wish to make. We may ask for additional information to verify your identity. The information you provide in your request and any follow up information we ask for from you will be used solely to verify your request. After receiving your request, we may need to contact you for further information and will notify you if your request has been granted or declined, or if an exception applies to your request. Only you or an individual designated as your authorized agent to act on your behalf may make a request related to your personal information. We may not discriminate against you if you choose to exercise your rights.

Responding to Your Rights Request. We will try to respond to your request within 45 days. If we need more time, we will contact you with the reason we need more time and the extension period. We will deliver our written response by mail or electronically, at your option. In response to your request to know, we will only disclose the information we have collected in the 12 months prior to our receipt of your request. Our response will also explain the reasons we cannot comply with any request, if applicable. We will not charge a fee to process or respond to your request unless your request is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate prior to completing your request.

CHANGES TO PRIVACY POLICY

We reserve the right to modify this Privacy Policy at any time, however, should we change the Privacy Policy in a material way, a notice will be posted on our Website along with the updated Privacy Policy. If you disagree with the changes, you may terminate your Services or stop using our Website.

CONTACT US

If you have any questions or concerns over this Privacy Policy, or wish to exercise any of your statutory rights, please contact us at:

Privacy
c/o Elcometer Inc.
Attn: Web Support
6900 Miller Rd.
Warren, Michigan 48092 USA
webmaster@elcometerusa.com