

Safe Harbor Privacy Policy Statement

Effective Date: August 20, 2015

SECTION 1: OVERVIEW AND SCOPE

Shift Digital respects individuals' rights to privacy, including the right to control the dissemination and use of information that uniquely identifies them. This Safe Harbor Privacy Policy Statement (the "Policy") sets forth the privacy principles Shift Digital follows with respect to transfers of Personal Information from the European Economic Area (EEA) (which includes the twenty-seven member states of the European Union (EU) plus Iceland, Liechtenstein and Norway) and from Switzerland to the United States.

The United States Department of Commerce and the European Commission have agreed on a set of data protection principles and frequently asked questions to enable U.S. companies to satisfy the requirement under European Union law that adequate protection be given to Personal Information transferred from the EEA to the United States (the "U.S.-EU Safe Harbor"). The EEA also has recognized the U.S.-EU Safe Harbor as providing adequate data protection (OJ L 45, 15.2.2001, p.47). The United States Department of Commerce and the Federal Data Protection and Information Commissioner (FDPIC) of Switzerland have agreed on a similar set of principles and frequently asked questions to enable U.S. companies to satisfy the requirement under Swiss law that adequate protection be given to Personal Information transferred from Switzerland to the United States (the "U.S.-Swiss Safe Harbor").

Shift Digital self-certifies that it complies with and this Policy adheres to the principles set forth in the U.S-EU Safe Harbor and the U.S-Swiss Safe Harbor ("**Safe Harbor Principles**"). This Policy applies to all Personal Information received by Shift Digital in the United States from the EEA and Switzerland in any format, including electronic, paper or verbal.

SECTION 2: DEFINITIONS

When used in this Policy, the following terms shall have the meanings set forth below:

"**Agent**" means any third party that collects or uses Personal Information under the instructions of, and solely for, Shift Digital or to which Shift Digital discloses Personal Information for use on Shift Digital's behalf.

"**Client**" means an entity contracting to obtain Shift Digital services.

“Personal Information” means any information that identifies or could be used by or on behalf of Shift Digital to identify an individual. Personal Information does not include information that is encoded or anonymized, or publicly available information that has not been combined with non-public information.

“Process” means any operation or set of operations performed on Personal Information, whether by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, combination, blocking, erasure or destruction.

“Shift Digital” means Sanctus LLC, d/b/a Shift Digital, its successors, subsidiaries, and affiliated entities, including: Shift Digital Canada Services, ULC; Dynamic Acquisition Co., LLC dba Dynamic Marketing Services; and other entities under common control.

“Sensitive Personal Information” means Personal Information that reveals race, ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, or that concerns an individual’s health or sex life. Shift Digital will treat as Sensitive Personal Information any information received from an individual when that individual treats and identifies the information as sensitive.

SECTION 3: SAFE HARBOR PRINCIPLES

NOTICE: Where Shift Digital collects Personal Information directly from individuals in the EEA, it will inform them about the purposes for which it collects and uses Personal Information about them, the types of non-Agent third parties to which Shift Digital discloses that Personal Information, the choices and means, if any, Shift Digital offers individuals for limiting the use and disclosure of Personal Information about them, and how to contact Shift Digital. Notice will be provided in clear and conspicuous language when individuals are first asked to provide Personal Information to Shift Digital, or as soon as practicable thereafter, and in any event before Shift Digital uses or discloses the Personal Information for a purpose other than that for which it was originally collected.

Where Shift Digital receives Personal Information from its Clients or other entities in the EEA, it will Process such Personal Information in accordance with the notices provided by such entities and the choices made by the individuals to whom such Personal Information relates.

CHOICE: Where Shift Digital collects Personal Information directly from individuals in the EEA, the individuals will be given the opportunity to choose (by opting out) whether their Personal Information will be disclosed to a non-Agent third party or used for a purpose other than with the purpose for which it was originally collected or subsequently authorized by the individual. Shift Digital will provide individuals with reasonable mechanisms to exercise their choices.

Where Shift Digital receives Personal Information from its Clients or other entities in the EEA, it will Process such Personal Information in accordance with the notices provided by such entities of the choices regarding the use and disclosure of Personal Information made by the individuals to whom such Personal Information relates.

DATA INTEGRITY: Where Shift Digital collects Personal Information directly from individuals in the EEA, it will use the Personal Information only in ways that are compatible with the purposes for which it was collected or subsequently authorized by the individual. Shift Digital will take reasonable steps to ensure that Personal Information is relevant to its intended use, accurate, complete, and current. Where Shift Digital receives Personal Information from its Clients or other entities in the EEA, it will Process such Personal Information in accordance with the notices provided by such entities regarding the purposes for which the Personal Information was collected or subsequently authorized by the individuals to whom such Personal Information relates.

TRANSFER TO AGENTS: Shift Digital will obtain assurances from its Agents that they will safeguard Personal Information consistently with this Policy. Examples of appropriate assurances that may be provided by Agents include: a contract obligating the Agent to provide at least the same level of protection as is required by the relevant Safe Harbor Principles, being subject to EU Directive 95/46/EC (the EU Data Protection Directive), being subject to Swiss Federal Act on Data Protection, Safe Harbor certification by the Agent, or being subject to another European Commission or Swiss FDPIC adequacy finding (e.g., companies located in Canada). Where Shift Digital has knowledge that an Agent is using or disclosing Personal Information in a manner contrary to this Policy, Shift Digital will take reasonable steps to prevent or stop the use or disclosure.

ACCESS AND CORRECTION: Upon request, Shift Digital will grant individuals reasonable access to the Personal Information that Shift Digital holds about them. In addition, Shift Digital will take reasonable steps to permit individuals to correct, amend, or delete Personal Information that is demonstrated to be inaccurate or incomplete, except where the burden or expense of providing access would be disproportionate to the risks to the individual's privacy in the case in question, or where the rights of persons other than the individual would be violated.

SECURITY: Shift Digital shall take reasonable precautions to protect Personal Information in its possession from loss, misuse and unauthorized access, disclosure, alteration and destruction.

ENFORCEMENT: Shift Digital will conduct compliance audits of its relevant privacy practices to verify adherence to this Policy. Any employee that Shift Digital determines is in violation of this policy will be subject to disciplinary action up to and including termination of employment.

DISPUTE RESOLUTION: Any questions or concerns regarding the use or disclosure of Personal Information should be directed to Shift Digital at the address given below. Shift Digital will investigate and attempt to resolve complaints and disputes regarding use and disclosure of Personal Information by reference to the principles contained in this Policy. For complaints that cannot be resolved between Shift Digital and the complainant, Shift Digital agrees to participate in the following dispute resolution procedures in the investigation and resolution of complaints to resolve disputes pursuant to the Safe Harbor Principles:

1. For disputes involving all Personal Information received by Shift Digital from Switzerland, Merck has agreed and to cooperate with the Swiss FDPIC;

2. For disputes involving employment-related Personal Information received by Shift Digital from the EEA, Shift Digital has agreed to cooperate with the data protection authorities in the EEA and to participate in the dispute resolution procedures of the panel established by the European data protection authorities;

3. For disputes involving all other Personal Information received by Shift Digital from the EEA, Shift Digital agrees to TRUSTe dispute resolution. Individuals who submit a question or concern to Shift Digital and who do not receive acknowledgment from Shift Digital of the inquiry or who think their question or concern has not been satisfactorily addressed should then contact the TRUSTe Safe Harbor Dispute Resolution Program on the Internet, by mail or by fax. Inquiries by mail or fax should identify Shift Digital as the company to which a concern or question has been submitted, and include a description of the privacy concern, the name of the individual submitting the inquiry, and whether TRUSTe may share the details of the inquiry with Shift Digital. TRUSTe will act as a liaison to Shift Digital to resolve these disputes.

a. Online at <http://watchdog.truste.com/>

b. Fax: 415-520-3420

c. Mail: Watchdog Complaints, TRUSTe, 55 2nd Street, 2nd Floor, San Francisco, CA, USA 94105

For information about TRUSTe or the operation of TRUSTe's dispute resolution process, visit TRUSTe on the Internet or request this information from TRUSTe by mail or fax using the contact information listed above. The TRUSTe dispute resolution process shall be conducted in English.

SECTION 4: LIMITATIONS ON APPLICATION OF PRINCIPLES

In accordance with the Safe Harbor Principles, adherence may be limited to the extent necessary to meet national security, public interest, or law enforcement requirements. In keeping with its commitment to respecting individuals' privacy rights, Shift Digital may have other privacy policies or statements governing the treatment of data it Processes; however, any of its other privacy policies or statements shall be subordinate to this Policy.

SECTION 5: CONTACT INFORMATION

Questions or comments regarding this Policy should be submitted to Shift Digital by mail or email to:

Shift Digital
Attn: General Counsel
348 E. Maple Road

Birmingham, MI 48009
Email to: privacy@shiftdigital.com

SECTION 6: UPDATES TO THIS POLICY

This Policy may be amended from time to time, consistent with the requirements of the Safe Harbor Principles. A notice will be posted on the home page of Shift Digital's corporate website (www.shiftdigital.com) for 60 days whenever this Policy is changed in a material way.