

# **Privacy Shield Policy**

*Last Modified: May 16, 2018*

## **Overview**

Bravo Group, Inc. (“Bravo,” “we,” “our,” or “us”) respects your concerns about privacy. We comply with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data (as defined below) from European Union member countries and Switzerland. We certify that we adhere to the Privacy Shield Principles with respect to Personal Data that Bravo receives from the EU in reliance on the Privacy Shield. If there is any conflict between this Bravo Group, Inc. Privacy Shield Policy (“Privacy Shield Policy”) and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>.

## **Definitions**

“**Data Subject**” means the individual to whom any Personal Data covered by this Privacy Shield Policy refers.

“**Personal Data**” means any information, including Sensitive Personal Data, that relates to an individual residing in the European Union and Switzerland that can be used to identify that individual either on its own or in combination with other readily available data.

“**Sensitive Personal Data**” means Personal Data regarding an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, physical or mental health, or sexual life.

## **Types of Data Collected**

Bravo collects the following types of information from EU and/or Swiss Data Subjects:

- Name;
- Email Address;
- Zip Code;
- Mailing Address;
- Phone Number;
- Employer;
- Attitudes and opinions on topics via surveys; and
- Optional demographic information (political party, household income, gender, ethnicity, education).

## **Scope and Responsibility**

This Privacy Shield Policy applies to Personal Data transferred from European Union member countries and Switzerland to Bravo’s operations in the U.S. in reliance on the respective Privacy Shield framework. This Privacy Shield Policy does not apply to Personal Data transferred under Standard Contractual Clauses or any approved derogation from the EU Directive.

All employees of Bravo that have access in the U.S. to Personal Data covered by this Privacy Shield Policy are responsible for conducting themselves in accordance with this Privacy Shield Policy. Bravo employees responsible for engaging third parties to which Personal Data covered by this Privacy Shield Policy will be transferred are responsible for obtaining appropriate assurances that such third parties have an obligation to conduct

themselves in accordance with the applicable provisions of this Privacy Shield Principles, including any applicable contractual assurances required by Privacy Shield.

### **Privacy Shield Principles**

Bravo complies with the Privacy Shield Principles of (1) Notice; (2) Choice; (3) Accountability for Onward Transfer of Personal Data; (4) Security; (5) Data Integrity and Purpose Limitation; (6) Access; and (7) Recourse, Enforcement, and Liability with respect to all Personal Data we receive in the U.S. from European Union member countries and Switzerland in reliance on the respective Privacy Shield framework.

#### **1. Notice**

Bravo notifies Data Subjects covered by this Privacy Shield Policy about our privacy practices, including:

- The types of Personal Data we collect about Data Subjects;
- The purposes for which we collect and use Personal Data;
- The types of third parties to which we disclose Personal Data and the purposes for which we make these disclosures;
- The rights of Data Subjects to access their Personal Data;
- The choices and means that we offer for limiting our use and disclosure of Personal Data;
- How we enforce our obligations under the Privacy Shield; and
- How Data Subjects can contact us with any inquiries or complaints.

#### **2. Choice**

If Personal Data covered by this Privacy Shield Policy is to be used for a new purpose that is materially different from that for which the Personal Data was originally collected or subsequently authorized, or is to be disclosed to a non-agent third party, we will provide Data Subjects with an opportunity to choose whether to have their Personal Data used or disclosed. Requests to opt out of such uses or disclosures of Personal Data should be sent to [info@thebravogroup.com](mailto:info@thebravogroup.com).

If Sensitive Personal Data covered by this Privacy Shield Policy is to be used for a new purpose that is different from that for which the Personal Data was originally collected or subsequently authorized, or is to be disclosed to a third party, we will obtain the Data Subject's explicit consent prior to such use or disclosure.

#### **3. Accountability for Onward Transfer**

In the event that we transfer Personal Data covered by this Privacy Shield Policy to a third party acting as a controller, we will do so consistent with any notice provided to Data Subjects and any consent they have given, and only if the third party has given us contractual assurances that it will (i) process the Personal Data for limited and specified purposes consistent with any consent provided by the Data Subjects; (ii) provide at least the same level of protection as is required by the Privacy Shield Principles and notify us if it makes a determination that it cannot do so; and (iii) cease processing of the Personal Data or take other reasonable and appropriate steps to remediate if it makes such a determination. If we have knowledge that a third party acting as a controller is processing Personal Data covered by this Privacy Shield Policy in a way that is contrary to the Privacy Shield Principles, we will take reasonable steps to prevent or stop such processing.

With respect to our agents, we will transfer only the Personal Data covered by this Privacy Shield Policy that is needed for the agent to deliver the requested product or service.

Furthermore, we will (i) permit the agent to process such Personal Data only for limited and

specified purposes; (ii) require the agent to provide at least the same level of privacy protection as is required by the Privacy Shield Principles; (iii) take reasonable and appropriate steps to ensure that the agent effectively processes the Personal Data transferred in a manner consistent with Bravo's obligations under the Privacy Shield Principles; and (iv) require the agent to notify Bravo if it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield Principles. Upon receiving notice from an agent that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield Principles, we will take reasonable and appropriate steps to stop and remediate unauthorized processing. We remain liable under the Privacy Shield Principles if an agent processes Personal Data covered by this Privacy Shield Policy in a manner inconsistent with the Principles, except where Bravo is not responsible for the event giving rise to the damage.

#### **4. Security**

We take reasonable and appropriate measures to protect Personal Data covered by this Privacy Shield Policy from loss, misuse, and unauthorized access, disclosure, alteration, and destruction, taking into due account the risks involved in the processing and the nature of the Personal Data.

#### **5. Data Integrity and Purpose Limitation**

We limit the collection of Personal Data covered by this Privacy Shield Policy to information that is relevant for the purposes of processing. We do not process such Personal Data in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by the Data Subject.

We take reasonable steps to ensure that such Personal Data is reliable for its intended use, accurate, complete, and current. We only retain Personal Data in identifiable form only for as long as it serves a purpose that is compatible with the purposes for which the Personal Data was collected or subsequently authorized by the Data Subject.

#### **6. Access**

Data Subjects whose Personal Data is covered by this Privacy Shield Policy have the right to access such Personal Data and to correct, amend, or delete such Personal Data if it is inaccurate or has been processed in violation of the Privacy Shield Principles (except when the burden or expense of providing access, correction, amendment, or deletion would be disproportionate to the risks to the Data Subject's privacy, or where the rights of persons other than the Data Subject would be violated). Requests for access, correction, amendment, or deletion should be sent to [info@thebravogroup.com](mailto:info@thebravogroup.com).

#### **7. Recourse, Enforcement, and Liability**

Bravo's participation in the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework is subject to investigation and enforcement by the Federal Trade Commission.

In compliance with the Privacy Shield Principles, we commit to resolve complaints about your privacy and our collection or use of your Personal Data. Data Subjects with inquiries or complaints regarding this Privacy Shield Policy should first contact Bravo at [info@thebravogroup.com](mailto:info@thebravogroup.com).

We have further committed to refer unresolved privacy complaints under the EU-U.S. and Swiss-U.S. Privacy Shield Principles to our third-party dispute resolution provider, Judicial Arbitration and Mediation Services ("JAMS"). If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please

visit [www.jamsadr.com/international-mediation-rules](http://www.jamsadr.com/international-mediation-rules) for more information and to file a complaint.

Under certain conditions detailed in the Privacy Shield, Data Subjects may be able to invoke binding arbitration before the Privacy Shield Panel to be created by the U.S. Department of Commerce and the European Commission.

We agree to periodically review and verify our compliance with the Privacy Shield Principles, and to remedy any issues arising out of failure to comply with the Privacy Shield Principles. We acknowledge that failure to provide an annual self-certification to the U.S. Department of Commerce will result in Bravo's removal from the Department's list of Privacy Shield participants.

#### **Privacy Shield Policy Subject to Change**

This Privacy Shield Policy may be amended from time to time consistent with the requirements of the Privacy Shield. Appropriate notice regarding such amendments will be given.