This Privacy Policy describes to you our practices regarding the information which you give to us, or we obtain about you, from our mobile application (the “App”). BTG DOES NOT MAKE ANY REPRESENTATIONS OR GUARANTEES ABOUT WHETHER THE APP OR THE SERVICES (AS DEFINED BELOW) ARE ADEQUATE TO MEET YOUR PRIVACY AND SECURITY COMPLIANCE OBLIGATIONS UNDER THE HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT OF 1996, INCLUDING, WITHOUT LIMITATION, ITS IMPLEMENTING REGULATIONS OR ANY OTHER STANDARDS, LAWS, RULES OR REGULATIONS. YOU ARE RESPONSIBLE FOR ASSESSING YOUR PRIVACY AND SECURITY NEEDS AND DETERMINING WHETHER YOUR USE OF THE APP AND THE SERVICES ARE APPROPRIATE TO COMPLY WITH YOUR OBLIGATIONS.

References to “BTG”, “we”, “us” or “our” in this Privacy Policy mean BTG International Inc., including any company that BTG International Inc. controls or is under common control with (for example a subsidiary or affiliate).

References in this Privacy Policy to “you” or “your” refer to both you and any person or entity on whose behalf you act, if any.

This Privacy Policy describes:

- What information we collect through the App
- How we use the information we collect
- How we may disclose the information we collect to third parties
- How we protect the data that we collect

CONSENT

OUR PRIVACY POLICY AND THE SNAKEBITE 911, SNAKEBITE 911 ER, AND SNAKEBITE 911 FR TERMS AND CONDITIONS OF USE (THE “TERMS”) APPLY EACH TIME YOU ACCESS OR USE THE APP; PLEASE READ THEM CAREFULLY. WHEN YOU ACCESS OR USE THE APP, YOU ACCEPT THE PRIVACY POLICY AND TERMS AS IF YOU HAD SIGNED THEM, AND YOU CONSENT TO OUR COLLECTING AND USING YOUR INFORMATION AS DESCRIBED IN THE PRIVACY POLICY AND TERMS. THE TERMS CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY AND REQUIRE YOU TO RESOLVE ANY DISPUTE YOU HAVE WITH US ON AN INDIVIDUAL BASIS AND NOT AS PART OF A CLASS OR REPRESENTATIVE ACTION. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY OR THE TERMS, YOU ARE NOT AUTHORIZED TO USE THE APP. THE APP IS INTENDED FOR USE ONLY WITHIN THE UNITED STATES.

WHAT INFORMATION WE COLLECT

Users of this App are provided with access to a wide array of resources which include, without limitation, North American venomous snakes information, snake safety, post-bite first aid, pre, during and post treatment for Medical Professionals, access to a list of nearby hospitals that may stock and treat with CroFab, tools to assist with access to emergency services including 911 and Poison Control Center, photo tool to aid Medical Professionals in identifying speed and spread of venom, access to reporting snake sightings and previous snake sighting locations, CroFab Full Prescribing Information,
Crofab Important Safety Information and CroFab Treatment Algorithm for Medical Professionals (collectively, the “Services”).

To provide you with Services we believe will be useful to you, the App will request that you self-identify as a public user, first responder user or healthcare professional user when you use the App for the first time and the App will collect that information. If you consent to using geolocation services within the App, the App will collect geolocation information if you access and use the Hospital Locator service or the service to access and report snake sightings. The Hospital Locator implements the Apple Maps web mapping service. Your use of Apple Maps is subject to Apple’s terms of use and privacy policy, located at http://www.apple.com/legal/internet-services/maps/terms-en.html and http://www.apple.com/legal/privacy/en-ww/, respectively. If you use the Photo Service, the App will collect the photos you submit and a four digit pin you create to secure access to those photos. Photos will only be accessible with that four digit pin so please keep your pin secure. Please also note that the App automatically deletes photos after twenty-four hours. After that time, the photos will not be retrievable.

When you use the App, we automatically collect certain information about your device, including the device type, IP address, operating system, and information about the operation of our App and your usage of our App, including features you used, pages you viewed and when and for how long you used the App.

CHILDREN’S INFORMATION

We do not knowingly collect or maintain personal information from any person under the age of thirteen (13). No parts of our App are directed to or designed to attract anyone under the age of thirteen (13).

HOW WE USE THE INFORMATION WE COLLECT

We use the information we collect to provide the Services within the App, operate and improve the App and the Services, provide customer service, administer our business activities, customize our advertising and marketing communications, make available products and services to our users or as otherwise described when we collect the information. For the purposes of seeking to provide our users with a better experience and to improve the App, information collected through the App may be used in an aggregated or individualized manner.

HOW WE MAY DISCLOSE THE INFORMATION WE COLLECT

The Company will not trade, sell or share your personal information for use by any third party without your consent, unless required by law or as previously disclosed to you.

Disclosure to Service Providers

We may share your information, including personal information, with our suppliers, agents, contractors, or other companies or individuals that provide services for or on our behalf (“Service Providers”) in connection with the services they perform. These Service Providers include vendors and suppliers that provide us with technology, services and/or content for the operation and maintenance of the App.
Disclosure for Legal Purposes

We also may share information that we collect from users, as needed, to enforce our rights, protect our property or protect the rights, property or safety of others, or as needed to support external auditing, compliance and corporate governance functions. We will disclose information we collect as we deem necessary to respond to a subpoena, regulation, legal process, governmental request or other legal or regulatory process. We may also share information we collect as required to pursue available remedies or limit damages we may sustain.

Change of Control

We may transfer information we collect in connection with a merger, sale, reorganization, acquisition or other change of ownership or control by or of BTG or any affiliated company (in each case, whether in whole or in part). When one of these events occurs, we will use reasonable efforts to notify users before their information becomes subject to different privacy and security policies and practices.

PROTECTION OF YOUR DATA

We use industry standard physical, technical and administrative security measures and safeguards to protect the confidentiality and security of your information. However, since the Internet is not a completely secure environment, we cannot guarantee, ensure or warrant the security of any information you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered or destroyed by breach of any of our physical, technical or managerial safeguards. You are responsible for maintaining the security of any password, user ID or other form of authentication involved in obtaining access to password protected or secure areas of any of our Services. In order to protect you and your data, we may suspend your use of the App or any of the Services, without notice, pending an investigation, if any breach of security is suspected.

CALIFORNIA PRIVACY DISCLOSURES

California’s “Shine the Light Law”

Under California’s “Shine the Light” law, California residents who provide personal information in obtaining products or services for personal, family or household use pursuant to an established business relationship with an entity are entitled to request and obtain from that entity, once a calendar year, certain details about the customer information that the entity shared with other businesses for their own direct marketing purposes. We do not share personal information with third parties for their marketing purposes.

Do Not Track

Our App does not support Do Not Track at this time. Do Not Track (DNT) is a privacy preference that you can set in your web browser to indicate that you do not want certain information about your webpage visits collected across websites when you have not interacted with that service on the page. For all the details, including how to turn on Do Not Track, visit donottrack.us.
GOVERNING LAW

This Privacy Policy shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws principles. You hereby consent to the exclusive jurisdiction and venue of the State and Federal Courts located in Montgomery County, Pennsylvania in all disputes arising out of or relating to the use of the App, the Services contained in the App or this Privacy Policy and you hereby waive any right to claim that such courts constitute an inconvenient forum for such disputes. Use of the App and the Services provided in the App is unauthorized in any jurisdiction that does not give effect to all provisions of this Privacy Policy, including without limitation, this paragraph.

CHANGES TO OUR PRIVACY POLICY

If we decide to change our Privacy Policy, we will post those changes to this Privacy Policy so that you are aware of what information we collect, how we use it and under what circumstances, if any, we disclose it. We reserve the right to modify this Privacy Policy at any time, so please review it frequently. Your continued use of the App after the effective date of any later changes constitutes your acceptance of the amended Privacy Policy. The amended Privacy Policy supersedes all previous versions.

CONTACT

If you have any questions or comments about this Privacy Policy, please contact us at: Apps@btgplc.com

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