

INTRODUCTION

This privacy notice (**Privacy Notice**) provides information about how ATSM collects, uses, and transfers information about you through this website (**the Website**). Carefully review this Privacy Notice, as your use of the Website is subject to this Privacy Notice and the Terms of Use. By submitting your information to us, you agree to the processing set out in this Privacy Notice. Further notices highlighting certain uses we wish to make of your personal data together with the ability to opt in or out of selected uses may also be provided to you when we collect personal data from you.

This Website may contain links to other third party websites, for links to information about programs and events that are sponsored by or co-sponsored other firms or organizations. If you follow a link to any of those third party websites, please note that they have their own privacy policies and that we do not accept any responsibility or liability for their policies or processing of your personal data. Please check these policies before you submit any personal data to such third party websites.

If you are a resident of California, please read the supplemental California Consumer Privacy Act Notice.

INFORMATION WE MAY COLLECT ABOUT YOU

We may collect and process the following information about you:

1. **Information you actively submit.** If you choose to complete a fillable form on the Website or contact us by email, we collect information about you and the entity you represent (e.g., your name, address, phone number, and other contact details). In such instances, you will know what information is collected, because you actively submit it.
2. **Information passively submitted.** During your visits to the Website we collect information such as the URL of the site you came from, your IP address and domain name, your browser version and operating system, location data, the pages you access, and the amount of time you spent on the Website. This data is generated and collected automatically through the use of “cookies” and other tracking technologies. Please see our Cookie Policy for additional information.

HOW WE PROCESS AND DISCLOSE YOUR PERSONAL DATA

We may use the information you provide, including your personal data, in the following ways.

1. **To respond to your inquiries.** We may use your personal data to respond to your inquiries or process a form you have completed on our Website.
2. **For marketing of products and services.** We may use your personal data to carry out marketing of ATSM products and services in which you have indicated an interest through our Website, provided that our legitimate interests in carrying out these marketing activities are not outweighed by any prejudice or harm to your rights and freedoms. We will provide an option to unsubscribe or opt-out of further communication on any electronic marketing communication sent to you or you may opt out by contacting us as set out in section “How To Contact Us”
3. **To assess whether you are a suitable candidate to work with us.** We may use your personal data when you are interested in applying for a job at ATSM and choose to submit resume information by email or online.
4. **To improve our website.** We use information passively submitted to improve the content, design, and navigation of the Website. In addition, we may use this information for analytics purposes (e.g., analyze site usage patterns, origin of traffic to the Website) so that we can gauge the effectiveness of our marketing programs. Such analysis and research activities may be conducted through third party services, using anonymous data and aggregate statistics. To the extent permitted by applicable law, we may combine the various types of information we collect.
5. **To defend our legitimate interests and to change our business structure.** We may disclose personal data in connection with legal proceedings or investigations anywhere in the world to third parties, such as public authorities, law enforcement agencies, regulators and third party litigants (these third parties are not data processors on behalf of ATSM and will process personal data for their own purposes). We may also provide your personal data to any potential acquirer of or investor in any part of our business for the purpose of that acquisition or investment.

DISCLOSURE AND CROSS-BORDER TRANSFER OF PERSONAL DATA

When you use the Website you are transferring information to the United States, and we store your information, including any personal data you provide, on servers located in the United States. We will, in all circumstances, safeguard personal data as set out in this Privacy Notice.

We have engaged various data processors for the processing of your personal data on our behalf, including IT service providers and other business service providers. We have contracts in place with our data processors, which means that they cannot do anything with your personal data unless we have instructed them to do it. They will not share your personal data with any organization (unless legally required to do so) apart from us. They will hold it securely and retain it for the period that we instruct.

We may be legally required to disclose your personal data in response to requests from regulators and law enforcement or security agencies, in which case these regulators and law enforcement or security agencies will be acting as a data controller as well. We will always assess the legitimacy of such requests before disclosing any personal data and will only disclose the personal data required to comply with such request.

OUR COMMITMENT TO SECURITY

No data transmission over the Internet or website can be guaranteed to be secure from intrusion. However, we have implemented appropriate technical and organisational measures to secure the processing of personal data. These safeguards will vary depending on the sensitivity, format, location, amount, distribution and storage of the personal data, and include measures designed to keep personal data protected from unauthorized access. If appropriate, these safeguards include the encryption of communications via SSL, firewalls, access controls, separation of duties, and similar security protocols.

We restrict access to personal data to personnel and third parties that require access to such information for legitimate, relevant business purposes. All our staff members, contractors and third parties who will have access to personal data on our instructions will be bound to confidentiality and we use access controls to limit access to individuals that require such access for the performance of their responsibilities and tasks.

COOKIES

Our Website does not use cookies to distinguish you from other users of the Website. For more information on the cookies we use and the purposes for which we may use them, please see our Cookie Policy.

LIMITING COLLECTION AND RETENTION

We collect, use, disclose and otherwise process your personal data that is necessary for the purposes identified in this Privacy Notice or as permitted by applicable data protection regulations. Our retention periods for personal data are based on business needs and legal requirements. We retain personal data for as long as is necessary for the processing purpose(s) for which the personal data was collected, and any other permissible, related purpose. For example, we retain your personal data where necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, or fulfill your request to “unsubscribe” from further messages from us.

HOW TO CONTACT US

In case of any questions in relation to our use of your personal data, you can contact ATSM using the following email address: policy@atsmigrations.com. Advanced TS Migrations, Corporation and its wholly owned subsidiary, Information Control Solutions, Inc are joint data controllers with respect to personal data we receive through the Website from individuals and organizations in the USA.

Contact Information:

Advanced TS Migrations, Co.
P.O.Box 478
Ellenton, FL
34222

By Phone:

844-438-2876

CHANGES TO THIS PRIVACY NOTICE

This Privacy Notice is subject to change at any time. It was last changed on January 28, 2022. If this Privacy Notice changes, we will update the date it was last changed and published the revised Privacy Notice on our Website. We advise all our Website visitors to regularly check for updates.

PERSONAL DATA: Any information relating to an identified or identifiable natural person (e.g. a person whose identity can be established reasonably without disproportionate effort by means of name, address and date of birth). By way of example but not limitation, any contact information, emails, IP addresses, user profiles, and transaction details.

PROCESSING (OF PERSONAL DATA): Any operation or any set of operations concerning personal data, including in any case the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking, as well as blocking, erasure or destruction of personal data.

DATA CONTROLLER: The legal person, administrative body or any other entity which, alone or in conjunction with others, determines the purpose of and means for processing of personal data.

DATA PROCESSOR: The person or body which processes personal data on behalf of the data controller, without being subject to the data controller’s direct control.

CALIFORNIA CONSUMER PRIVACY ACT

Privacy Statement for California Residents
Last Updated: January 28, 2022

This Privacy Statement supplements the information contained in the Privacy Notice of ATSM Corporation (“we,” “us,” “our”) and applies only to visitors, users, and others who reside in the State of California (“consumers,” or “you”). The purpose of this Statement is to ensure compliance with the California Consumer Privacy Act (“CCPA”) and other California privacy laws, as applicable.

Information Collected

We collect information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked to a particular consumer or device (“Personal Data”). Covering the last 12-month period, the table below lists the categories of Personal Data collected by us, to the extent such Personal Data is subject to CCPA requirements.

Sharing Personal Data with Third Parties

*We may share your Personal Data with the following categories of third parties for a business purpose:

- 1. Affiliates and/or subsidiaries
- 2. Distributors and Field Service providers
- 3. Service providers and advisors, including internet service providers, data analytics providers, operating systems/platforms, social networks, payment processors, accountants, and auditors

In the preceding twelve (12) months, we have disclosed the following categories of Personal Data for a business purpose:

- Identifiers
- Personal Data categories listed in Cal. Civ. Code Sec. 1798.80(e)
- Commercial information
- Internet activity information
- Professional or employment-related information

Sources of Personal Data

We obtain the categories of Personal Data listed above from the following categories of sources:

- Directly from you or your agent.
- Directly and indirectly from activity on our Sites; for example, from submission forms on our website, or website usage details collected automatically.
- From affiliates or third parties that interact with us; for example, a distributor, or a trade show, event or webinar service provider or sponsor.
- From publicly available information.

Business Purposes for Collecting Personal Data

We collect the categories of Personal Data listed above for one or more of the following business purposes:

- To respond to you or fulfill the reason you provided the information. For example, if you share your contact information to ask a question about our products or services, we will use that Personal Data to respond to your inquiry. If you provide your Personal Data to purchase a product or service, we will use that information to process your payment and facilitate delivery. We may also save your information to facilitate new product orders or process returns.
- To provide, support, market and develop our Website, products, and services.
- To create, maintain, customize, and secure your account with us.
- To process your requests, transactions, and payments and prevent transactional fraud.
- To provide you with support and respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your Website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Website, third-party sites, and via email or text message (with your consent where required by law).
- For data analytics purposes to better understand our customers, evaluate advertising campaigns, personalize content, and improve business processes.
- To help maintain the safety, security, and integrity of our Website, products and services, databases and other technology assets, and business.
- To respond to law enforcement requests, cooperate with regulators, protect legal rights, or comply with obligations under applicable law, court order, or regulation.
- As described to you when collecting your Personal Data or as otherwise set forth in the CCPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by us about our Website users is among the assets transferred.

We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Your Rights and Choices

California residents are entitled to certain rights relating to your Personal Data, including the following:

- You have the right to request that we disclose certain information to you about our collection, use and/or disclosure of your Personal Data over the past 12 months.
- You have the right to request the deletion of Personal Data that we collected about you and retained, subject to certain exceptions.

California residents wishing to submit a verifiable request to exercise these rights can do so (up to twice within a 12-month period) by:

Calling us at 844-438-2876; or
Online at www.ATSMigrations.com

For your protection, when you seek to exercise the rights described above, it will be necessary for us to verify your identity or authority to make the request (by matching the information provided in your request to information already in our systems) to confirm that the Personal Data relates to you. We will endeavor to respond to a verifiable consumer request within 45 days of receipt. Only you or a person registered with the California Secretary of State that you authorize to act on your behalf may make a verifiable consumer request related to your Personal Data. You (or your authorized agent) must provide documentation signed by you stating that the agent is authorized to submit a verifiable consumer request on your behalf.

We do not sell California resident Personal Data (relating both to adults and to minors under 18) to a third party and have not sold California resident Personal Data in the past 12 months. In accordance with your rights under the CCPA, we will not discriminate against you for exercising any of your privacy rights under California law or applicable law.

Changes to Privacy Statement

We reserve the right to modify this supplemental Privacy Statement at any time. Changes will take effect immediately upon their posting on the Site. If we make material changes to this Statement, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

TERMS OF USE

By accessing or using this website ("Site"), you agree to the following terms and conditions of use ("**Terms of Use**"), which shall constitute a legally binding agreement between you and Advanced TS Migrations, Co. ("**ATSM**"). You should review these terms and conditions regularly as they may change at any time at our sole discretion. If you do not agree to any term or condition, you should not access or otherwise use this Site.

1. We Provide Our Website For Your Convenience Only

Our Site is provided to you without charge as a convenience and for your information only. By merely providing access to our Site content, we do not warrant or represent that:

- the content is accurate or complete;
- the content is up-to-date or current;
- we have a duty to update any content;
- the content is free from technical inaccuracies or typographical errors;
- the content is free from changes caused by a third party; and
- your access to our Site will be free from interruptions, errors, computer viruses, or other harmful components.

We do not assume any liability for these matters. In other words, you use our Site at your own risk.

2. We Provide Our Website “As Is” and Disclaim All Warranties

Our Site, including all content, software and functions made available on or accessed through our Site, is provided “as available” and on an “as is, where is” basis. To the fullest extent permissible by law, we and any subsidiaries and affiliates make no representations or warranties of any kind as to the content, software or

functions accessed through our Site, for any products or services or links to third parties or for any breach of security associated with the transmission of sensitive information through our Site or any linked site. WE AND ANY SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, QUIET ENJOYMENT, QUALITY OF INFORMATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This includes loss of data or profit arising out of the use or the inability to use the content of this website, even if one of our representatives has been advised of the possibility of your damages. WE DO NOT WARRANT THAT ANY CONTENT, SOFTWARE OR THE FUNCTIONS ACCESSED THROUGH OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE AND ANY SUBSIDIARIES AND AFFILIATES WILL NOT BE LIABLE FOR DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES RELATED TO YOUR USE OF THE SITE. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

3. We Do Not Have Responsibility For Links To Third Party Content

We may provide hyperlinks or pointers to other websites maintained by third parties or may provide third party content on our website by framing or other methods. The links to third party websites are provided for your convenience and information only. The content in any linked websites is not under our control so we are not responsible for the content, including any further links in a third party site. If you decide to access any of the third party sites linked to our website, you do this entirely at your own risk. It is up to you to take precautions to ensure that the third party you link to for your use is free of computer viruses, worms, trojan horses and other items of a destructive nature.

4. If We Provide a Link, We Do Not Necessarily Endorse a Third Party

We reserve the right to terminate a link to a third party website at any time. The fact that we provide a link to a third party website does not mean that we endorse, adopt, authorize or sponsor that website. It also does not mean that we are affiliated with the third party website’s owners or sponsors.

5. If a Third Party Links to Our Site, It Is Not an Endorsement

If a third party links to our Site, it is not necessarily an indication of an endorsement, adoption, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases, we are not aware that a third party has linked to our Site.

If you wish to link your site to this Site, you may do so provided you observe the following:

- The link is a text-only link containing only the name “ATSM,” or “ATSM, Co.”;
- No ATSM logo or trademark is used or appears on your site;
- The link, when activated, displays the Site full-screen in a fully operable and navigable browser window and not within any frame on the linking website or any browser or border environment containing any sponsorship, advertising or other commercial text or graphics;
- You do not imply that we are endorsing you or your products;
- You do not misrepresent your relationship with us;
- You do not present false information about our products, services, or technology; and
- Your site does not contain content that could be construed as distasteful, offensive or controversial, and contains only content that is appropriate for all age groups.

6. If You Transmit or Provide Data to Us, It Is Non-Confidential

We do not want to receive confidential or proprietary information from you through our Site. If you transmit to or post on our Site any material, data, information or idea by any means, it will be treated as non-confidential and non-proprietary and ATSM shall be free to reproduce, publish, or otherwise use such information for any purposes whatsoever including, without limitation, the research, development, manufacture, use or sale of products incorporating such information. The sender of any information to ATSM is fully responsible for its content, including its truthfulness, accuracy, and its non-infringement of any other person, organization, or entity’s proprietary rights. Personal data provided to us will be handled in accordance with our Privacy Notice.

7. By Providing Content, We Do Not Allow You to Use Our Trademarks

Nothing on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any ATSM trademark, service mark, trade name, or logo, without our prior written permission. You may not use any meta-tags or any other “hidden text” utilizing ATSM’s name or trademarks without the express written consent of ATSM. You are not authorized to use our logo as a hyperlink to our Site unless you obtain our written permission in advance.

The ATSM logo, and the following names of products or services displayed on this Site are trademarks or registered trademarks owned by ATSM:

zAppliance
zASVT
zASVT-M
zASVT-1024

ALL OTHER TRADEMARKS, SERVICE MARKS, AND TRADE NAMES ARE THE PROPERTY OF THEIR RESPECTIVE COMPANIES. ATSM DISAVOWS ANY PROPRIETARY INTEREST OR CLAIMS IN THE MARKS OF OTHER COMPANIES OR CORPORATIONS.

8. All Content on Our Website Is Copyrighted

All content included on this Site, including any materials, documents, text, designs, graphics, logos, images, audio and video (“Content”) is the property of ATSM or its affiliates and suppliers, and is protected by United States and international copyright laws. The compilation of all Content on this Site is the exclusive property of ATSM and protected by U.S. and international copyright laws. You may not inline, frame or utilize framing techniques to enclose any trademark, logo,

or other proprietary information (including images, text, page layout or form) without our prior express written permission.

9. We Are Not Providing Investment Advice Nor Soliciting Offers

Nothing in this Site constitutes investment advice, including press releases, investor relations materials or our SEC filings. We provide investor relations materials for your convenience and information only. In addition, investor relations materials and our other Site content are not offers to sell or solicitations of an offer to buy any security.

10. You Must Obey Local Laws in Accessing Our Site

This Site is controlled by us from our offices within the United States of America. We make no representation that content or materials on the Site are appropriate or available for use in other jurisdictions. Access to our Site content or materials from jurisdictions where such access is illegal is prohibited. If you choose to access this Site from other jurisdictions, you do so on your own initiative and are responsible for compliance with applicable local laws. We are not responsible for any violations of law. You may not use or export the materials on this Site in violation of U.S. export laws and regulations. Any claims relating to our Site and its content and materials shall be governed by the laws of the State of Florida without giving effect to any principles of conflicts of laws.

11. You Are Bound by Changes in these Terms of Use

We may at any time revise these Terms of Use by updating this posting. By using our Site, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current terms and conditions to which you are bound.

12. Other Terms and Conditions May Apply

Your use of this Site is subject to these Terms of Use and ATSM's Privacy Notice. Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site; and certain provisions of these Terms of Use may be superseded by other legal notices or terms located on parts of our Site. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any product or service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific product or service. ATSM's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

13. You Agree to Indemnify Us for Using Our Site

You hereby jointly and severally agree to indemnify, defend and hold us and our suppliers or affiliates, and any of our or their respective officers, directors, owners, agents, employees, information providers, licensor's and licensees (collectively, the **"Indemnified Parties"**) harmless from and against any and all liability and costs, including, without limitation, attorneys' fees and costs incurred by the Indemnified Parties in connection with any claim arising out of your use of our Site or any breach by you of these Terms of Use, or the purchase by you of securities, including any liabilities associated with a violation of federal or state securities laws. If the indemnity provided in this paragraph is not available or is insufficient to hold harmless the Indemnified Parties for any reason, you agree to contribute to the aggregate losses, claims and liabilities to which the Indemnified Parties may be subject in such proportion as appropriate to reflect the relative fault by you and the Indemnified Parties with respect to the activity giving rise to the indemnity claim. You will cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you will not in any event settle any such matter without our written consent.

14. Third Parties May Have Rights Under This Agreement

Some of the provisions of this agreement are for the benefit of ATSM and its affiliates, officers, directors, employees, agents, licensor's and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

15. How This Agreement May Be Terminated

This agreement may be terminated by either party without notice at any time for any reason; provided that you may no longer use our Site after you have terminated this agreement. Provisions 2, 6, 7, 8, 10, 13, 14 and 16 of these Terms of Use shall survive any termination.

16. Governing Law

These Terms of Use shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of this Site shall be filed only in the state or federal courts located in Sarasota, Sarasota County, Florida, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

17. Miscellaneous

Our failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Use. We may change, suspend or discontinue any aspect of our Site or service at any time. ATSM reserves the right to change system configurations, product specifications, upgrades, pricing, layouts, options and any other specifications at any time without notice. We may also impose limits or restrictions on certain services, features or content or restrict your access to parts or all of our Site without notice or liability.

We welcome your questions and comments regarding these Terms of Use and anything else on this Site. Please email us at policy@atsmigrations.com.

INFORMATION ABOUT OUR USE OF COOKIES

Our website does not use cookies to distinguish you from other users of our website.

Due to recent changes in law, all websites which operate across certain parts of the European Union are required to obtain consent using or storing cookies (or similar technologies) on your computers or mobile device. This cookie policy provides you with clear and comprehensive information about the cookies we may use and the purposes for using them. To review the privacy notices that apply to users of ATSMigrations.com, please read our Privacy Notice.

For further information about this policy, please contact policy@atsmigrations.com.

What is a cookie?

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies as soon as you visit our site.

Key Concepts

First and third-party cookies: whether a cookie is ‘first’ or ‘third’ party refers to the domain placing the cookie. First-party cookies are those set by a website that is being visited by the user at the time.

Third-party cookies are cookies that are set by a domain other than that of the website being visited by the user. If a user visits a website and another entity sets a cookie through that website, this would be a third-party cookie.

Persistent cookies: these cookies remain on a user’s device for the period of time specified in the cookie. They are activated each time that the user visits the website that created that particular cookie.

Session cookies: these cookies allow website operators to link the actions of a user during a browser session. A browser session starts when a user opens the browser window and finishes when they close the browser window. Session cookies are created temporarily. Once you close the browser, all session cookies are deleted.

How to delete and block our cookies

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies), you may not be able to access all or parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies as soon as you visit our site.

Changing your cookie settings

Please note that internet browsers allow you to change your cookie settings. These settings are usually found in the ‘options’ or ‘preferences’ menu of your internet browser. In order to understand these settings, the following links may be helpful. Otherwise you should use the ‘Help’ option in your internet browser for more details.

Can I withdraw my consent?

If you wish to withdraw your consent at any time, you will need to delete your cookies using your internet browser settings.