

Sorenson Communications, Inc. Privacy Policy

Effective Date: November 16, 2011

Sorenson Communications, Inc. (“Sorenson,” “we,” or “us”) is committed to protecting your privacy. This Privacy Policy (“Privacy Policy” or “Policy”) explains how we collect and use information about you and your use of our Web site, products and services. We urge you to read this Privacy Policy carefully so that you will understand clearly how Sorenson may collect and use information provided by you because, by using Sorenson’s Web site or using or registering for our products or services, you agree to the terms of this Privacy Policy and authorize Sorenson to disclose that information, as described more fully below.

Sorenson will inform you of the following in this Privacy Policy:

- What personally identifiable information of yours is collected;
- Who is collecting the information;
- How the information is used;
- With whom the information may be shared;
- What choices are available regarding collection, use and distribution of the information;
- How we protect the information; and
- How you can delete or correct any inaccuracies in the information.

I. Collection of Information

A. What Information We Collect

Sorenson may collect information about you, your use of our products and services, and our business relationship with you.

We may collect personally identifiable information (“PII” or “Personal Information”), meaning information that can be used to identify or contact you. Examples include your name, address and telephone number. Sorenson generally collects Personal Information in two ways: (1) when you choose to use, apply for, or register for a service or product offered by Sorenson, or (2) when you choose to send an e-mail, participate in surveys, or engage in other transactions or interactions with Sorenson.

Some examples of the type of information we collect are:

- Your Name
- Your Address(es) (including the physical location from which you will access Sorenson VRS or IP Relay services)
- Your Phone Number(s)
- Your E-mail Address(es)
- Your IP Address(es)
- Your Operating System/Machine Type
- Your Usage of Our Services (including minutes of use, telephone numbers or IP addresses called, date and time of call, among others)

If you elect to use any of our location-enabled services, we may collect information about and monitor your location information. If you use our location-enabled services other than for 911 calls, we may collect information about your location from those services or your device.

We also may collect non-personally identifiable information (“non-PII” or “Non-Personal Information”) about your use of our products and services and our business relationship with you when you interact with or use our Web site, products or services, or respond to e-mails, newsletters or promotional or other informational communications.

B. How We Collect Information

We may collect Personal or Non-Personal Information when you interact with our products or services. For example, in order to have access to certain Sorenson products and services, you may give us PII or non-PII when you interact with us about or complete an application or other registration form(s) and provide other information reasonably necessary for us to provide the products and/or services we offer or provide to you.

We may collect Personal Information and Non-Personal Information automatically when you visit our websites or use our products and services.

You may view or use our Web site without registering or submitting any Personal Information. In that case, we will collect non-Personal Information through cookies or other Web devices. This non-PII may include Web site pages viewed, time spent using certain services, demographic data, user preferences or other information that does not specifically identify any one individual. We also may collect non-PII when you send us e-mails or respond to special promotions or newsletters. For example, Sorenson, or an authorized third party acting on our behalf, may use cookies, web beacons, widgets or server log files to collect information that allows us, or such authorized third party, to help tailor the ads that you see, to generate Web pages, e-mail or other content or to statistically monitor whether people are opening e-mails or using the Web site, products or services of Sorenson. It may be possible to stop or restrict the placement of these devices on your computer by adjusting your Web browser preferences, in which case you may still use our Web site, but it may interfere with some of its functionality.

C. How We Use Information

We use the information we collect to provide you with our products and services and to respond to your questions. We also use it to provide a better customer experience and to continue improving the quality of our products and services. We may use Personal and Non-Personal Information to communicate with you about our services, including updates, promotions, and special offers, or to deliver content or advertising that may be of interest to you. We also use the information we collect to ensure that our products, services and website remain functioning and secure, or to investigate, prevent or act on any illegal activities or violations of our Service and Product Agreements.

Sorenson will access, use, share or disclose your Personal Information, subject to applicable legal restrictions, such as those that apply to Customer Proprietary Network Information (“CPNI”), under the following limited circumstances.

First, we may access, use, share or disclose your Personal Information if reasonably necessary to:

- Initiate or provide Sorenson products or services;
- Comply with legal requirements such as a law, regulation, search warrant, subpoena or court order;
- Respond to 911 calls or other emergencies;
- Enforce applicable provisions of Sorenson's Service and Product Agreements (available at http://www.sorensonvrs.com/apply/service_and_product_agreement), including investigation of potential violations;
- Detect, prevent, or otherwise address fraud, identity theft, security or other technical issues; or
- Protect the rights, property or safety of Sorenson, our employees or users, or the public as required or permitted by law.

Second, Sorenson may use your Personal Information for research and analysis in order to improve our products, website and services or in connection with promotional or other informational communications.

Third, Sorenson may share Personal Information with its corporate subsidiaries and affiliates. Any Personal Information provided to Sorenson's subsidiaries or affiliates will be treated in accordance with the terms of this Privacy Policy. In addition, Sorenson may provide Personal Information to certain authorized third parties acting on our behalf (“Authorized Entities”) to provide or market Sorenson products or services, to process information on our behalf, or to perform other functions on our behalf. Such sharing shall occur only after such Authorized Entities have entered into a confidentiality agreement that (1) prohibits them from using, allowing access to, or disclosing your Personal Information to any other party (unless required to do so under force of law) and (2) requires them to have appropriate protections in place to ensure the ongoing confidentiality of your Personal Information.

Fourth, in the event that Sorenson undergoes a business transition or change in corporate structure, such as a merger, acquisition, or sale of a portion of its assets, users' Personal Information may become part of the assets transferred. We may choose in such instances to disclose Personal Information and Non-Personal Information about you, the consumer, to a third party for compensation.

Fifth, in order to provide our services, we may occasionally provide information to other companies or independent contractors that work on our behalf.

Finally, information that does not reveal how to identify or contact a user is not Personally Identifiable Information. For example, "aggregated data," such as the number of visitors who access Sorenson's Web site on a particular day or the percentage of users who download services from Sorenson, does not constitute Personal Information under this Policy.

Notwithstanding any other provision of this Agreement, to the extent you use the Sorenson Web site to place a telecommunications relay service call, your privacy rights and Sorenson's obligations with regard to any information generated by that call shall be governed by applicable law, including relevant sections of the Communications Act of 1934, as amended, and any applicable implementation rules and orders.

D. Links to Other Web Sites

Sorenson may provide links to, or automatically produce search results for, third-party Web sites or resources or third-party information referencing or linking to third-party Web sites or resources. Sorenson has no control over such third-party Web sites and resources, and you acknowledge and agree that Sorenson is not responsible for the content or information contained therein. When you follow such a link, you are no longer protected by our Privacy Policy, and we encourage you to read the privacy statements or other disclaimers of such other parties. Sorenson is not responsible for the privacy or security practices or the content of non-Sorenson Web sites, services or products. Sorenson cannot and does not guarantee, represent or warrant that the content or information contained in such third-party Web sites and resources is accurate, legal, non-infringing or inoffensive. Sorenson does not endorse the content or information of any third-party Web site or resource and, further, Sorenson does not warrant that such Web sites or resources will not contain viruses or other malicious code or will not otherwise affect your computer. By using any of Sorenson's systems or Web sites to search for or link to a third-party Web site, you agree and understand that Sorenson shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with your use of, or reliance on, Sorenson to obtain search results or to link to a third-party Web site.

E. E-mails or Other Communications

This Privacy Policy does not protect you when you send business information, ideas, concepts, inventions, or other intellectual property by e-mail or other means to Sorenson. If you want to keep confidential any business information, ideas, concepts, inventions, or other intellectual property, do not send them to Sorenson.

II. Online Privacy for Children

Our website is not designed for children under the age of 13. We do not knowingly collect Personal Information from anyone under the age of 13 unless we first obtain permission from that child's parent or legal guardian.

III. Security

Sorenson wants your Personal Information to remain secure. We have implemented a variety of security measures, including physical security and logical access measures, to protect Personal Information stored by Sorenson. We periodically review our data collection, storage and processing policies and implement additional security features as appropriate. In addition, we restrict access to Personal Information to Sorenson employees, contractors and agents who need to have access to that information to process it on our behalf. Those individuals are subject to Sorenson's privacy policy and confidentiality obligations.

IV. Updating or Deleting Your Personal Information

You can always contact us in order to (1) delete your Personal Information from our systems, (2) update the Personal Information that you have provided to us, or (3) change your preferences with respect to marketing contacts or other activities, by e-mailing us at vrscomments@sorenson.com. We will make good faith efforts to accommodate such requests, unless such information is needed to comply with valid legal requirements or to protect the rights, property or safety of Sorenson, our employees or users, or the public. In your request, please provide your name, email address or other contact information, and describe the information requested to be accessed, corrected, or removed in any such request. We may decline to process requests that are unreasonably repetitive or complicated, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical. Because of the way we maintain certain services, including backup systems, even after we delete your information, copies may remain on our servers and systems for a period of time before being deleted. Any requested changes will not have any effect on other information that Sorenson maintains

V. Changes to this Privacy Policy

Sorenson will update this policy from time to time if our practices change or if the law requires changes to it. We will post any Privacy Policy changes on this page, and, if the changes are significant, we will provide a more prominent notice and a summary of the relevant changes at the top of the page. You should review this policy regularly for changes, and can easily see if changes have been made by checking the Effective Date below. If you do not agree to the terms of this Privacy Policy or any other Sorenson policy, agreement, or disclaimer, you should exit the site and cease use of all Sorenson services and products immediately. Your continued use following the posting of any changes to this Policy means you agree to be bound by the terms of this Privacy Policy.

If you have any questions or concerns about this Privacy Policy, you may e-mail us at legal@sorenson.com, and the customer service department will forward your complaint to the appropriate Sorenson department for a response or resolution. We try to answer every e-mail in a timely manner, but please be aware that some requests may take longer than others.

This Privacy Policy was last updated and is effective as of November 16, 2011.

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