

VIDEODESK, INC.

PRIVACY POLICY

Effective as of May 25, 2016

videodesk, Inc., and its parents and affiliates (collectively “videodesk”, “we”, “us”, or “our”), are committed to keeping any and all personal information collected from individuals that visit our website and who use our products, software and services (collectively, “Services”) confidential, secure and private.

By accessing and using our website and Services, you (“you” or “your”) acknowledge and agree that you accept the policies set forth in this Privacy Policy as a condition of your use of our Services. If your use of the Services is through or on behalf of an organization or corporate entity, you are agreeing to accept the policies set forth in this Privacy Policy on behalf of such organization or entity, and are representing to us that you are authorized to do so. For the avoidance of doubt, as used herein, the terms “you” or “your” refer to parties that contract with videodesk to utilize the Services. Parties that use the Services by interacting with a “Named Agent” (as such term is defined herein) are referred to as “End Users”.

This Privacy Policy applies to (i) parties that contract with videodesk to utilize the Services; and (ii) to the End Users of the foregoing parties, to the extent such End Users are addressed herein, subject to applicable U.S. law governing privacy and data collection.

Information We Collect

We collect and use the following information to provide, improve and protect our Services:

We may collect certain information that you specifically and intentionally provide to us in connection with our commercial relationship. For example, when you create a user account with us, depending on the service package, we may collect personal information about you which is used for the billing of services, such as your name, email address, phone number, physical address, billing address, and other billing information necessary for the operation of the Services. You may elect to provide us with additional information by uploading to our system business-defined images or avatars, and/or video, of you, your employees and/or agents (collectively, “Named Agents”), who will utilize the Services by interacting with End Users. In addition, the Services permit you, and you may wish, to furnish to End Users copies of transcripts of their conversations with Named Agents. This will require that you collect the email addresses of your End Users. Other unique information that we may collect includes product and service preferences, and contact preferences. In some cases, your business contact data (including, without limitation the name of a contact person within your business, and an email address for the purpose of configuring or reconfiguring the Services) may be provided to videodesk by a designated entity within your company (such as a member of your Purchasing/IT/Facility Management department).

In addition, to assist us in operating the Services, it may be necessary for us to collect, store, and use some technical information regarding your use of the Services that you do not authorize nor intentionally provide to us. Such information relates to use of the Services by you, your Named Agents, and your End Users. Such information includes the public Internet Protocol address of the public Internet-facing device (by way of example, NAT, ADSL box, proxy, etc.), browser type and language, the device type and operating system you are using to access the Services, the identity of the Internet Service Provider which owns and operates the Internet Protocol address above, and referring web pages.

In order to operate the service dashboard and statistics features of the Services, we monitor and collect information about your use of the capabilities of our Services. This information is of a purely technical nature, and includes (i) the method your Named Agents use to communicate with End Users (i.e. audio, video, text); (ii) the set of enhanced features your Named Agents use in communication with End Users, including but not limited to, additional .PDF documents, videos, co-browsing, screen-sharing, or the auxiliary camera feature; and (iii) any media-related manner and means through which your Named Agents interact with End Users through the Services. The Named Agents' designations, however they are configured, are not used in the data we collect. Each Named Agent is assigned an internal identification number when the information detailed in this paragraph is collected.

The personal information we collect concerning End Users in the course of your Named Agents' interaction with them, as described above, remains strictly internal and proprietary to videodesk, and is used for the purpose of operating the Services. Such information is not viewable by your Named Agents, with the exception of the identity of the End User's Internet Service Provider, the End User's location at country, state, or city level (which level of detail is solely dependent on the information furnished to us by the End User's Internet Service Provider), and some media-related technical information, which allows the Named Agent to control the connection with the End User. At no point will a Named Agent be able to see the End User's personal information.

Our Services give your Named Agents the ability to interact with End Users via text, voice, and/or video. While we collect certain information, as detailed above, regarding your Named Agents' interactions with End Users using our Services, we do not collect, nor do we store, the contents of any voice or video conversations which take place on our Services. We do store transcripts of your text conversations, which may be viewed by you through the Services. Transcripts of these conversations are not shared with any third parties, and will be delivered only to the device(s) that request this content.

WE DO NOT AND WILL NOT KNOWINGLY ALLOW ANYONE UNDER 13 YEARS OF AGE TO PROVIDE US ANY PERSONAL IDENTIFYING INFORMATION OR USE THE SERVICES. IF WE LEARN THAT WE HAVE COLLECTED PERSONAL INFORMATION FROM A CHILD UNDER AGE 13, WE WILL DELETE THAT INFORMATION AS QUICKLY AS POSSIBLE. IF YOU BELIEVE THAT WE MIGHT HAVE ANY INFORMATION FROM A CHILD UNDER AGE 13, PLEASE CONTACT US USING THE CONTACT INFORMATION PROVIDED BELOW.

How We Collect Information

We use various technologies to collect the information described above, and to provide, improve and protect our Services, which may include the use of cookies and pixel tags. For example, cookies are small data files stored on a computer or device that enable a website to recognize the user's browser and capture and remember certain information. We use cookies for greater ease and comfort of use for your Named Agents. We also use cookies with respect to End Users, in order to maximize the efficiency of the End Users' interactions with your Named Agents. Cookies can do this, for example, by saving the preference of End Users for future visits, and allows us to deliver and compile data regarding your End Users' use of the Services. There may also be cookies that you operate on your website, which may interact with videodesk's cookies to give you insights about your use of the Services in the context of your larger business operations. You, your Named Agents, and any applicable End Users, can set their respective browsers to not accept cookies, but this may limit your experience with, and ability to use, the Services.

Access to and Control of Personal Information

You are not obligated to provide us with factual personal information about your Named Agents. The "Named Agent" may be a pseudonym assigned to your employees, independent contractors and/or agents that interact with End Users using the Services. Notwithstanding the foregoing, you can configure, review, change, and/or update any individual Named Agents' user profile and settings at <http://www.videodesk.com> at your convenience. You may also modify, update, or restrict a specific Named Agent's access to information.

Use of Information

We use the information that we collect for the express purpose of providing, operating, maintaining and improving the Services. Your information will not be sold, exchanged, transferred, or given to any other person or entity for any other reason whatsoever, without your consent, except as follows:

- We may use your information as stored in our system to help personalize your experience using the Services. You may, by written request, obtain a complete list of all the stored data items.
- We may use your information to process transactions and assist you in completing a transaction or order.
- We may use your information to keep you apprised of videodesk's latest product announcements, software updates, and upcoming events – however, you can opt out of receiving these messages at any time by updating your profile.
- We may use your information to administer contests, promotions, surveys, or other features of our Services, such as analytics reports.

- We may also release certain information to our attorneys, accountants and professional advisors in order to help us comply with applicable laws, and to third parties as we deem necessary to enforce our website policies, or protect our rights, property, or safety, and/or the rights, property or safety of others. This includes disclosures required to comply with legal processes such as subpoenas or court orders.
- If videodesk is involved in a merger, acquisition, reorganization, or sale of all or substantially all of our assets, your information may be transferred as part of such transaction. In such event, we will notify you of any such transaction, and explain your options in such event.
- To provide you with the Services, we may store, process and transmit information in locations around the world - including those outside your country. Information may also be stored locally on the devices you use to access the Services.
- We may use the information we collect to conduct random audits and ensure the Acceptable Use Policy is being complied with.
- We will not use your personal information, except for the express purposes described above. This prevents us from selling, exchanging, or transferring your information without your consent.

Gramm-Leach-Bliley Compliance

We respect the privacy of all of our customers and End Users. We understand that the Gramm-Leach Bliley Act requires “financial institutions” (as such term is defined in 12 U.S.C. § 1843(k)) to provide privacy disclosures to their customers (which customers are considered End Users for the purposes of this Privacy Policy). In the event your privacy notice under the Gramm-Leach-Bliley Act (a “Privacy Notice”) do not permit the collection of your End Users’ personal information in the manner and means above, you must notify us in writing. Such notice must state, with reasonable particularity, the reason(s) why your Privacy Notice conflicts with this Privacy Policy.

We reserve the right to amend this Privacy Policy, or to create a new policy between us and specific financial institutions, to allow us to comply with such financial institutions’ Privacy Notice(s).

If you are not a financial institution, this section does not apply to you.

Notice to Users Outside the United States

If you are using the Services outside the United States, the laws of your country governing data collection and privacy may differ from U.S. law and may be more restrictive than U.S. law. Please note that by utilizing the Services, you are consenting to the transfer of your personal information from your country to videodesk in the United States.

Links to Other Websites

videodesk may link to or work with third party websites, applications, products and services (“Third Party Tools”). We are not responsible for the practices employed by Third Party Tools that work with the Services, nor the information or content contained therein. Please remember that when you use a link to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those to which we link, is subject to that third party website's own rules and policies. Please make sure to read over those rules and policies before proceeding.

Security

videodesk uses reasonable security controls to protect your data and information from loss, misuse, unauthorized access, disclosure, alteration and destruction. The personal information you provide us is stored on computer systems located in controlled facilities which have limited access, and only carefully selected, authorized personnel have access to unencrypted user information. When collecting or transferring sensitive information such as credit card information, we use a variety of additional security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. When we transmit sensitive information over the internet, we protect it through the use of advanced encryption techniques, such as the Secure Socket Layer (SSL) protocol, and firewall. Additionally, as part of real-time payment processing, videodesk subscribes to fraud management services. This service provides videodesk with an extra level of security to guard against credit card fraud and to protect your financial data. Despite these precautions, no security safeguards guarantee 100% security all of the time, and no guarantees are made with respect to same.

videodesk does not honor “Do Not Track” requests, although individual browsers may employ such policies and you may, therefore, invoke such measures.

Enforcement and Dispute Resolution

If you have any questions, complaints or disputes regarding the manner in which we use or protect your information, please contact us using the contact information provided below. We will investigate and attempt to resolve any complaints and disputes in a reasonable time and in a manner that complies with the principles described in this Policy.

With respect to any complaints related to this Privacy Policy that cannot be resolved through our internal process, the laws of the State of New York will govern this Privacy Policy, as well as any claim that might arise between you and us in connection with this Privacy Policy, without regard to conflict of law provisions. You agree that jurisdiction for any legal action will be a court of competent jurisdiction location in New York County, New York. You further agree to submit to the personal jurisdiction of the courts located in New York County, New York for any such legal action.

Changes to this Policy

This Privacy Policy is effective as of the effective date provided above. We reserve the right to amend and revise our Privacy Policy at any time, with or without notice. For example, we may amend or revise our Privacy Policy to comply with local, state, or federal laws or to accommodate changes in technology, or to accommodate the needs of our users. This Privacy Policy may therefore be amended from time to time, consistent with applicable data protection and privacy laws and principles. If we make any material changes to this Privacy Policy, we will post a notice on our website for 30 days from the date of any such material changes.

Contacting Us

Any questions or complaints about this Privacy Policy should be addressed to support@videodesk.com.