



Data Privacy Policy

SafePaaS (“SafePaaS” or the “Company”) is committed to protecting the privacy of individuals who visit the Company’s Web sites (“Visitors”), individuals who register to use the Services as defined below (“Customers”), and individuals who register to attend the Company’s corporate events (“Attendees”). This Privacy Statement describes SafePaaS’s privacy practices in relation to the use of the Company’s Web sites and the related applications and services offered by SafePaaS (the “Services”).

SafePaaS has been awarded TRUSTe's Privacy Seal signifying that this Privacy Statement and associated practices have been reviewed by TRUSTe for compliance with [TRUSTe's program requirements](#) including transparency, accountability, and choice regarding the collection and use of your personal information. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions. If you have questions or complaints regarding SafePaaS’s Privacy Statement or associated practices, please contact us [here](#). If you are not satisfied with our response you can contact [TRUSTe here](#). TRUSTe will then serve as a liaison with SafePaaS to resolve your concerns.

SafePaaS is also a certified licensee of the TRUSTe EU Safe Harbor Seal and abides by the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce and the European Union. SafePaaS has certified that it adheres to the Safe Harbor Principles. For more information on the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework, including the Safe Harbor Principles, and to view the scope of SafePaaS's certification, please visit <https://www.trustarc.com/consumer-resources/privacy-shield/>. As part of our participation in these Safe Harbor Frameworks, we have agreed to dispute resolution by TRUSTe for disputes relating to our compliance. If you have any questions or complaints regarding our compliance with the U.S.-EU Safe Harbor Framework or the U.S.-Swiss Safe Harbor Framework, please contact us [here](#). If contacting us does not resolve the issue, you may raise the issue with TRUSTe [here](#).

The TRUSTe seals only apply to information that is collected, handled, or maintained through the Web sites covered by this Privacy Statement.



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2. Information collected

When expressing an interest in obtaining additional information about the Services or registering to use the Services, SafePaaS requires you to provide the Company with personal contact information, such as name, company name, address, phone number, and email address (“Required Contact Information”). When purchasing the Services, SafePaaS may require you to provide the Company with financial qualification and billing information, such as billing name and address, credit card number, and the number of employees within the organization that will be using the Services (“Billing Information”). SafePaaS may also ask you to provide additional information, such as company annual revenues, number of employees, or industry (“Optional Information”). Required Contact Information, Billing Information, and Optional Information about Customers are referred to collectively as “Data About SafePaaS Customers”, or in the case of Attendees, “Data About SafePaaS Attendees”.

As you navigate the Company’s Web sites, SafePaaS may also collect information through the use of commonly-used information-gathering tools, such as cookies and Web beacons (“Web Site Navigational Information”). Web Site Navigational Information includes standard information from your Web browser (such as browser type and browser language), your Internet Protocol (“IP”) address, and the actions you take on the Company’s Web sites (such as the Web pages viewed and the links clicked). For additional information about the collection of Web Site Navigational Information by SafePaaS and others, please click [here](#).

3. Use of information collected

The Company uses Data About SafePaaS Customers to perform the services requested. For example, if you fill out a “Contact Me” Web form, the Company will use the information provided to contact you about your interest in the Services.

The Company also uses Data About SafePaaS Attendees to plan and host corporate events, host online forums and social networks in which event attendees may participate, and to populate online profiles for Attendees on the Company’s Web sites. Additional information on the Company’s privacy practices with respect to Data About SafePaaS



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Attendees may be found in additional privacy statements on the event Web sites, as the case may be. Please see [here](#) for more information on bulletin boards, blogs, or chat rooms provided by SafePaaS in connection with its corporate events.

The Company may also use Data About SafePaaS Customers and Data About SafePaaS Attendees for marketing purposes. For example, the Company may use information you provide to contact you to further discuss your interest in the Services and to send you information regarding the Company, its affiliates, and its partners, such as information about promotions or events.

SafePaaS uses credit card information solely to check the financial qualifications and collect payment from prospective Customers and Attendees.

SafePaaS uses Web Site Navigational Information to operate and improve the Company's Web sites. The Company may also use Web Site Navigational Information alone or in combination with Data About SafePaaS Customers and Data About SafePaaS Attendees to provide personalized information about the Company. For additional information about the use of Web Site Navigational Information, please click [here](#).

4. Web Site Navigational Information

Cookies, Web Beacons and IP Addresses

SafePaaS uses commonly-used information-gathering tools, such as cookies and Web beacons, to collect information as you navigate the Company's Web sites ("Web Site Navigational Information"). This section describes the types of Web Site Navigational Information used on the Company's Web sites and how this information may be used.

Cookies

SafePaaS uses cookies to make interactions with the Company's Web sites easy and meaningful. When you visit one of the Company's Web sites, SafePaaS's servers send a cookie to your computer. Standing alone, cookies do not personally identify you; they merely recognize your Web browser. Unless you choose to identify yourself to SafePaaS, either by responding to a promotional offer, opening an account, or filling out a Web form



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(such as a “Contact Me” or a “30 Day Free Trial” Web form), you remain anonymous to the Company.

SafePaaS uses cookies that are session-based and persistent-based. Session cookies exist only during one session. They disappear from your computer when you close your browser software or turn off your computer. Persistent cookies remain on your computer after you close your browser or turn off your computer. Please note that if you disable your Web browser’s ability to accept cookies, you will be able to navigate the Company’s Web sites, but you will not be able to successfully use the Services.

Web Beacons

SafePaaS uses Web beacons alone or in conjunction with cookies to compile information about Customers and Visitors’ usage of the Company’s Web sites and interaction with emails from the Company. Web beacons are clear electronic images that can recognize certain types of information on your computer, such as cookies, when you viewed a particular Web site tied to the Web beacon, and a description of a Web site tied to the Web beacon. For example, SafePaaS may place Web beacons in marketing emails that notify the Company when you click on a link in the email that directs you to one of the Company’s Web sites. SafePaaS uses Web beacons to operate and improve the Company’s Web sites and email communications.

IP Addresses

When you visit SafePaaS’s Web sites, the Company collects your Internet Protocol (“IP”) addresses to track and aggregate non-personal information. For example, SafePaaS uses IP addresses to monitor the regions from which Customers and Visitors navigate the Company’s Web sites.

SafePaaS also collects IP addresses from Customers when they log into the Services as part of the Company’s “Identity Confirmation” and “IP Range Restrictions” security features.

Social Media Features

The Company’s Web sites may use social media features, such as the Facebook 'like'



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button ("Social Media Features"). These features may collect your IP address and which page you are visiting on the Company's Web site, and may set a cookie to enable the feature to function properly. You may be given the option by such Social Media Features to post information about your activities on the Company's Web site to a profile page of yours that is provided by a third party Social Media network in order to share with others within your network. Social Media Features are either hosted by a third party or hosted directly on the Company's Web site. Your interactions with these features are governed by the privacy policy of the company providing the relevant Social Media Features.

Do Not Track

Currently, various browsers – including Internet Explorer, Firefox, and Safari – offer a “do not track” or “DNT” option that relies on a technology known as a DNT header, which sends a signal to Web sites' visited by the user about the user's browser DNT preference setting. SafePaaS does not currently commit to responding to browsers' DNT signals with respect to the Company's Web sites, in part, because no common industry standard for DNT has been adopted by industry groups, technology companies or regulators, including no consistent standard of interpreting user intent. SafePaaS takes privacy and meaningful choice seriously and will make efforts to continue to monitor developments around DNT browser technology and the implementation of a standard.

5. Public forums, refer a friend, and customer testimonials

SafePaaS may provide bulletin boards, blogs, or chat rooms on the Company's Web sites. Any personal information you choose to submit in such a forum may be read, collected, or used by others who visit these forums, and may be used to send you unsolicited messages. SafePaaS is not responsible for the personal information you choose to submit in these forums.

Customers and Visitors may elect to use the Company's referral program to inform friends about the Company's Web sites. When using the referral program, the Company requests the friend's name and email address. SafePaaS will automatically send the friend a one-



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time email inviting him or her to visit the Company's Web sites. SafePaaS does not store this information.

SafePaaS posts a list of Customers and testimonials on the Company's Web sites that contain information such as Customer names and titles. SafePaaS obtains the consent of each Customer prior to posting any information on such a list or posting testimonials.

6. Sharing of information collected

Service Providers

SafePaaS may share Data About SafePaaS Customers and Data About SafePaaS Attendees with the Company's contracted service providers so that these service providers can provide services on our behalf. Without limiting the foregoing, SafePaaS may also share Data About SafePaaS Customers and Data About SafePaaS Attendees with the Company's service providers to ensure the quality of information provided, and with third-party social networking and media Web sites, such as Facebook, for marketing and advertising on those Web sites. Unless described in this Privacy Statement, SafePaaS does not share, sell, rent, or trade any information with third parties for their promotional purposes.

SafePaaS Affiliates

The Company may share Data About SafePaaS Customers with other companies in order to work with them, including affiliates of the SafePaaS corporate group. For example, the Company may need to share Data About SafePaaS Customers for customer relationship management purposes.

Business Partners

From time to time, SafePaaS may partner with other companies to jointly offer products or services. If you purchase or specifically express interest in a jointly-offered product or service from SafePaaS, the Company may share Data About SafePaaS Customers collected in connection with your purchase or expression of interest with our joint promotion partner(s). SafePaaS does not control our business partners' use of the Data About SafePaaS Customers we collect, and their use of the information will be in accordance with



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their own privacy policies. If you do not wish for your information to be shared in this manner, you may opt not to purchase or specifically express interest in a jointly offered product or service.

SafePaaS does not share Data About SafePaaS Attendees with business partners unless: (1) you specifically opt in to such sharing via an event registration form; or (2) you attend a Company event and allow SafePaaS or any of its designees to scan your attendee badge. If you do not wish for your information to be shared in this manner, you may choose not to opt in via event registration forms and elect not to have your badge scanned at Company events. If you choose to share your information with business partners in the manners described above, your information will be subject to the business partners' respective privacy statements.

Third Parties

This Privacy Statement sets forth the information SafePaaS collects on the Company's Web sites and the information we share with third parties. SafePaaS does not authorize the collection of personal information by third parties through advertising technologies deployed on the Company's Web sites, nor do we share personal information with any third parties collected from the Company's Web sites, except as provided in this Privacy Statement. Section 4 of this Privacy Statement, Web Site Navigational Information, specifically addresses the information we collect through cookies and web beacons, and how you can control cookies through your Web browsers.

Billing

SafePaaS uses a third-party service provider to manage credit card processing. This service provider is not permitted to store, retain, or use Billing Information except for the sole purpose of credit card processing on the Company's behalf.

Compelled Disclosure

SafePaaS reserves the right to use or disclose information provided if required by law or if the Company reasonably believes that use or disclosure is necessary to protect the Company's rights and/or to comply with a judicial proceeding, court order, or legal process.



7. International transfer of information collected

The Company primarily stores Data About SafePaaS Customers and Data About SafePaaS Attendees in the United States. To facilitate SafePaaS's global operations, the Company may transfer and access such information from around the world, including from other countries in which the Company has operations. A list of the Company's global offices is available [here](#). This Privacy Statement shall apply even if SafePaaS transfers Data About SafePaaS Customers or Data About SafePaaS Attendees to other countries.

8. Communications preferences

SafePaaS offers Visitors, Customers, and Attendees who provide contact information a means to choose how the Company uses the information provided. If you provide SafePaaS with contact information, you can manage how the Company uses your information by accessing our [Preference Center](#). You may manage your receipt of marketing and non-transactional communications by clicking on the "unsubscribe" link located on the bottom of the Company's marketing emails. Additionally, you can [unsubscribe here](#).

9. Correcting and updating your information

Customers may update or change their registration information by editing their user or organization record. To update a user profile, please login to <http://www.SafePaaS.com> with your SafePaaS username and password and click "Setup." To update an organization's information, please login to <http://www.SafePaaS.com> with your SafePaaS username and password and select "Organization Setup." Attendees may update or change their registration information on the event's Web site after logging in. To update Billing Information or have your registration information deleted, please email support@SafePaaS.com or call +1 (972) 200-0903. To discontinue your account and to have information you maintained in the Services returned to you, please email



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support@SafePaaS.com or call +1 (972) 200-0903. Requests to access, change, or delete your information will be handled within 30 days.

10. Customer Data

SafePaaS Customers may electronically submit data or information to the Services for hosting and processing purposes (“Customer Data”). SafePaaS will not review, share, distribute, or reference any such Customer Data except as provided in the SafePaaS Master Subscription Agreement, or as may be required by law. In accordance with the SafePaaS Master Subscription Agreement, SafePaaS may access Customer Data only for the purpose of providing the Services or preventing or addressing service or technical problems or as may be required by law. Additional information about the Company’s privacy and security practices with respect to Customer Data is available [here](#).

11. Security

SafePaaS uses robust security measures to protect Data About SafePaaS Customers and Data About SafePaaS Attendees. Because the Company uses the Services to maintain Data About SafePaaS Customers and Data About SafePaaS Attendees, this information, which is stored in the Services, is secured in the same manner as described [here](#).

12. Mobile applications

Without limiting the generality of this Privacy Statement, in addition to information gathered through its Web sites or submitted to its Services, SafePaaS may obtain information through applications (“Mobile Applications”) that Customers or their authorized individuals (“Users”) download to, and run on, their mobile devices (“Devices”). Mobile Applications provided by SafePaaS may obtain information from, or access data stored on, Users’ Devices to provide services related to the relevant Mobile Application. For example, a Mobile Application may: access a camera on a User’s Device to enable the User to upload photographs to the Services; access the call history on a User’s Device to enable the User to upload that information to the Services; access calendar information on a User’s Device



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to enable the User to match meeting attendees with contacts submitted by the User to the Services; access the geographic location of a User's Device to enable the User to identify contacts submitted by the User to the Services who are nearby; or access contact information on a User's Device to enable the User to sync contact information between the information that is stored on the User's Device and the information that is submitted to the Services. Information obtained to provide Mobile Application services may include information obtained in preparation for anticipated updates to those services. Mobile Applications may transmit information to and from Devices to provide the Mobile Application services.

Mobile Applications may provide SafePaaS with information related to Users' use of the Mobile Application services, information regarding Users' computer systems, and information regarding Users' interaction with Mobile Applications, which SafePaaS may use to provide and improve the Mobile Application services. For example, all actions taken in a Mobile Application may be logged, along with associated information (such as the time of day when each action was taken). SafePaaS may also share anonymous data about these actions with third party providers of analytics services. In addition, if a User downloads a SafePaaS Mobile Application after clicking on a third-party mobile advertisement for the Mobile Application or for SafePaaS, the third-party advertiser may provide SafePaaS with certain information, such as the User's Device identification information, which SafePaaS may use to track the performance of its advertising campaigns.

Customers may configure SafePaaS Mobile Application services, and the information accessed or obtained by the Mobile Application on a User's Device may be affected by the Customer's configuration. In addition, if a Customer purchases more than one Service from SafePaaS and its affiliates, a Mobile Application may be designed to interoperate with those Services; for instance, to provide a User with access to information from any or all of those Services or to provide information from a User's Device to any or all of those Services. Information accessed or obtained by the Mobile Application on a User's Device may be accessible to the Customer and its organization, depending on the intended functionality of the Mobile Application.

In addition to Mobile Applications offered by SafePaaS, the Company may offer platforms for the creation of third-party Mobile Applications, including but not limited to the SafePaaS1



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platform. Third parties may obtain information from, or access data stored on, Users' Devices to provide services associated with any third-party Mobile Applications that Users download, install, use, or otherwise interact with over a SafePaaS platform. SafePaaS's Mobile Applications may also contain links or integrations to other Mobile Applications provided by third parties. Third parties' use of information collected through third-party Mobile Applications is governed by the privacy statements of such third parties. The Company encourages you to review the privacy statements of third-party providers of Mobile Applications to understand their information practices.

Notices and contractual terms related to a particular Mobile Application may be found in the End User License Agreement or relevant terms of service for that application. The Company encourages you to review the End User License Agreement or relevant terms of service related to any Mobile Applications you download, install, use, or otherwise interact with to understand that Mobile Application's information practices. The Mobile Application's access to information through a User's Device does not cause that information to be "Customer Data" under SafePaaS's Master Subscription Agreement with the Customer or under this Privacy Statement, except as follows: To the extent that a User uses a Mobile Application to submit electronic data and information to a Customer account on our Services pursuant to the Customer's Master Subscription Agreement with SafePaaS (or a similar agreement that governs the Customer's subscription(s) to SafePaaS's Services), that information constitutes "Customer Data" as defined in such agreement, and the provisions of that agreement with respect to privacy and security of such data will apply. Additional information about the Company's privacy and security practices with respect to Customer Data is available [here](#).

13. Changes to this Privacy Statement

SafePaaS reserves the right to change this Privacy Statement. SafePaaS will provide notification of the material changes to this Privacy Statement through the Company's Web sites at least thirty (30) business days prior to the change taking effect.

14. Contacting us



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Questions regarding this Privacy Statement or the information practices of the Company's Web sites should be directed to SafePaaS Privacy by clicking [here](#) or by mailing SafePaaS Privacy, 15950 North Dallas Parkway, Suite 400 Dallas, Texas 75248