

11Sight Privacy Policy

Last Updated: May 20th, 2018.

Privacy policy (this "Privacy Policy") explains how 11Sight, LLC ("11Sight", "we" or "us") collects, uses and discloses information related to the 11Sight website located at www.app.11sight.com (the "Site"), the 11Sight native applications and clients (the "Native Application"), and our related video interaction and messaging services (together with the Site and Native Applications, the "Services"), and explains your choices regarding the collection, modification and use of such information. By accessing or using our Service, you confirm that you have read, understood and agree to the terms of this Privacy Policy and the Terms Service located at 11Sight.com/legal (the "Terms of Service"). If you do not agree to the terms of this Privacy Policy, do not access or use the Service or provide us with personal information.

TERMINOLOGY

When describing our services, we use the terminology in our Service Description Document in 11sight.com/legal. Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in Terms of Service or the Service Description Document.

WHAT INFORMATION DO WE COLLECT?

11Sight collects many kinds of information in order to offer you quality products and services. We may collect information about you when you visit the Site, or subscribe for, purchase or otherwise use our Service on the various available platforms. The information collected may range from simple business contact information you provide to us on a web form when establishing an account or requesting a demo or a free trial, to analytical and other information we collect through technological means such as cookies and web logging. We may also receive information from third parties, such as our Partners. The specific information we collect in any situation depends on the platform you use, the reason for the collection and the technology involved. More specifically:

Registration Information: We will collect personal information from you when you create a Member Account and populate or update your Profile Page, which may include, but is not limited to, name, address, phone number(s), email address(es), and any other information about you we consider relevant.

Financial Information: If you subscribe to the Service or otherwise sign up for Paid Services we will collect financial information from you, such as your debit or credit card number and related billing information. We require such financial information in order to process payment for the use of a Service you have requested. By submitting your financial information, you consent to our providing it to third party resellers, distributors,

or, value added resellers as necessary to support and process your transactions as well as your credit card issuer/banking institution for their purposes.

Information Collected by Use of the Services: When you use our Site or Native Applications as a Member, or place an 11 Call either as a Member or an Anonymous Caller, 11Sight may automatically collect and store certain information about your usage of and interaction with the Service such as server information (hardware settings and statistics, network information, system activity, server configuration, alerts, utilization, appliance version, browser details) and Call Logs which contain the time and duration of calls, pictures and videos recorded during the call, the types of participants on each call, and electronic identification data of the call participants such as Member Account (which may be the participant's email address), IP address, server details, endpoint type and version, device type and type and version of operating system, browser type, version and language, and circumstances of disconnecting from the call. In addition, 11Sight may collect certain endpoint information (such as hardware statistics, network information, application settings, log files, error reports and usage). 11Sight may also collect, through third parties or by technical means, anonymized technical analytics information about the way Users interact with and use our Service. All information provided in connection with accessing Customer Support may be captured and retained by 11Sight. For example:

- When you call or initiate an online chat to receive Customer Support, we monitor and may record the various interactions that take place.
- If you email us in connection with a request for Customer Support services, we may retain that email.
- When you provide information to our Customer Support personnel during the course of resolving a problem, that information may also be retained.

In order to provide direct technical support, we may need to receive and analyze information such as Member Call Logs, User log files and system data bases which contain the information of the type described in this Privacy Policy.

In the course of providing online or direct technical support, with your permission, we may sometimes be granted access to data that is visible on your screen. The relevant Administrator may also grant us access to other data of your organization. This data may contain information about you, your organization's employees, customers, partners, or suppliers. Any such access to information not relevant to the problem being resolved is not recorded or retained by 11Sight.

Cookies: 11Sight may use both session and persistent cookies and similar technologies like pixels, web beacons, and local storage to collect information about how you use

the Service and to provide features of the Service to you. By using the Service, you agree that we can use cookies in accordance with the terms described in this section. A persistent cookie remains on your hard drive after you close your browser. Persistent cookies may be used by your browser on subsequent visits to Site and can be removed by following your web browser's directions. A session cookie is temporary and disappears after you close your browser.

You can reset your web browser to refuse, disable or delete cookies or to indicate when a cookie is being sent. However, some features of the Services may not function properly if the ability to accept cookies is disabled. You can find out more information about how to change your browser cookie settings at www.allaboutcookies.org.

Log file Information: Log file information is automatically reported by your browser each time you access a web page or an app. When you use our Service, our servers automatically record certain log file information. These server logs may include anonymous information such as your web request, Internet Protocol ("IP") address, browser type, referring / exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed and other such information.

Clear gifs/Web Beacons: We may use clear gifs in HTML-based emails sent to our users to track which emails are opened and which links are clicked by recipients. The information allows for more accurate reporting and improvement of the Service.

Device Identifiers: When you access the Service by or through a mobile device (including but not limited to smart-phones or tablets), we may access, collect, monitor and/or remotely store one or more "device identifiers." Device identifiers are small data files or similar data structures stored on or associated with your mobile device, which uniquely identify your mobile device. A device identifier may be data stored in connection with the device hardware, data stored in connection with the device's operating system or other software, or data sent to the device by us. A device identifier may convey information to us about how you browse and use the Service. A device identifier may remain persistently on your device, to help you log in faster and enhance your navigation through the Service. Some features of the Service may not function properly if use or availability of device identifiers is impaired or disabled.

Location Data: When you access the Service by or through a mobile device, we may access, collect, monitor and/or remotely store "location data," which may include GPS coordinates (e.g. latitude and/or longitude) or similar information regarding the location of your mobile device. Location data may convey to us information about how you browse and use the Service.

WHAT INFORMATION IS SHARED DURING AN 11 CALL BETWEEN CALLER AND CALLEE?

The purpose of an 11 Call is to connect Caller and Callee with video and/or audio and/or text and allow them to interact. As such, both sides have audio and video access to each other, but either side can choose to disable video or audio; both sides have the ability to take each other's photographs and will eventually be able to record video. If the video is turned off, these actions are disabled. When you initiate a call with an 11-Button, the Callee may be able to see the web page address where the 11-Button was located. Some Callees have the ability to record an 11-Call, in this case the Caller is informed that the call may be recorded. This warning continues during the call and continues uses by the Caller constitutes permission by the Caller.

HOW DO WE USE THE INFORMATION YOU COLLECT?

To Provide Products and Services: We use the information we collect to provide you with our products and services (including the Service) and in connection with our on-going customer relationship, such as informing Members of software updates and providing Customer Support. We also use the collected information to evaluate and improve our products and services. Some information collected assists us in operating and evaluating Site and Native Applications as well as customizing and improving our marketing activities.

Legal Requirements: we may use collected information as we believe is necessary or desirable to comply with legal or governmental requirements or demands.

Communications: 11Sight uses the information we collect in order to communicate with you about 11Sight's products and services, to respond to your requests for information and to keep Members informed of important matters, such as software and security updates and changes to our terms and conditions. We also use it to process orders and administer the financial and other aspects of our relationship.

Sales Activities: 11Sight uses information it collects as part of its sales activities for processing orders, sending leads to our Partners, keeping you informed of special offers and changes in available products and services and general marketing activities.

Customer Support: Information is also used to provide technical and other support to Members and Anonymous Callers of our products and services. Recording Customer Support sessions helps 11Sight to train its personnel and creates a record of the interaction for future use and product improvement purposes.

Data Analytics: 11Sight collects various kinds of statistical and analytical information in connection with the operation of the Site and Native Applications, the furnishing and operation of 11Sight products and services, and the operation of our Customer Support and sales activities. Data we collect from these activities, such as log file and traffic information, are used to evaluate the performance of 11Sight's products and services, as well as to better understand usage patterns and the needs and interests of our

current and potential Members and Anonymous Callers. This assists 11Sight in improving its product lines, fixing bugs and creating new and relevant features for its members and Anonymous Callers. We also sometimes contract with outside suppliers to conduct some data analytics, particularly on websites.

WHERE IS INFORMATION WE COLLECT STORED?

Electronic information collected by 11Sight is kept on servers that are owned and operated either by 11Sight or by 11Sight contracted suppliers or Partners. These servers are primarily located in the United States, Canada, and Turkey. Our server footprint will eventually include other countries as our service expands.

USERS OUTSIDE OF THE UNITED STATES

11Sight is a C-Corp organized under the laws of the United States. Those who access or use the Service from other jurisdictions do so at their own choice and risk and are solely responsible for compliance with local law. Please note that the information you submit using the Services may be transferred to, and collected, processed, stored and used in, the United States, Canada, Turkey and other countries, so that we can provide the Service to you as set forth in this Privacy Policy and the Terms of Service. Please note that the level of legal protection provided in the United States or other non-European countries in which you may access the Service or otherwise use the Service may not be as stringent as that under European Union privacy standards or the privacy laws of some other countries, possibly including your home jurisdiction. You acknowledge and agree that we may collect, transfer, process, store and use your information outside your home jurisdiction, and that we may transfer to, and collect, process, store and use your information in the United States and elsewhere.

WITH WHOM DO WE SHARE INFORMATION?

11Sight may share your information as provided in this Section.

We do not share your information with any 3rd parties who intend to use it in targeted advertising.

Administrative Access: Your organization's general administrator (each such person, an "Administrator") will have access to the Member Account and activity information stored via the Service (including email address and other data to the extent included). The Administrator may be able to:

- View a Member's Call Logs;
- Change the Members' account passwords or suspend or terminate the Members' account access;
- Access or retain information stored as part of the Member Account; and
- Receive the Member Account information in order to satisfy applicable law regulation, legal process or enforceable governmental requests.]

Third Party Providers: We may share your information with third-party business partners, consultants, resellers, distributors, value added resellers, and other service providers that perform services on our behalf for the purpose of providing the Service to you. Those business partners will be given limited access to your information that is reasonably necessary to deliver the Service.

Sale, Acquisition, Merger, Divestiture: We may buy or sell, divest or 11Sight (including any shares in the 11Sight), or any combination of its products, services, assets and/or businesses. Your information related to the Service (as described herein) will likely be among the items transferred in these types of transactions. We may also sell, transfer or assign such information in the course of corporate divestitures, reorganizations, mergers, acquisitions, bankruptcies, dissolutions, liquidations or similar transactions or proceedings involving all or a portion of 11Sight.

Legal Disclosure: We will disclose your information where required to do so by law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement or governmental entity; (b) to enforce our Terms of Service, or to protect the security or integrity of our Service; and/or (c) to exercise or protect the rights, property, and personal safety of 11Sight, our employees, users, participating businesses and others.

Aggregated Information: We may also share information with others in an aggregated and anonymous form that does not reasonably identify you directly as an individual for any purpose, including for research and marketing purposes, and our disclosure of such information is not subject to restriction.

HOW DO WE PROTECT YOUR INFORMATION?

11Sight uses commercially reasonable physical, administrative, and technical safeguards to preserve the integrity and security of your information in our possession. We use similar safeguards in deleting or disposing of your information. However, since the internet is not a 100% secure environment, despite these efforts we cannot ensure or warrant the security of your information. Accordingly, there is no guarantee that information may not be accessed, copied, disclosed, altered, or destroyed by breach of any of our safeguards.

You are responsible for maintaining the secrecy of your unique password and account information and for controlling access to your email communications at all times.

WHAT ARE THE AVAILABLE CHOICES ABOUT YOUR INFORMATION?

You may have various choices with respect to our use of your information:

- At this time, you can contact us at support@11sight.com to modify your preferences. Eventually you will have the ability to directly control your preferences.
- You have a choice to decide if your Profile Page is displayed in our Directory. You can change this preference when editing your Profile Page. If you chose to display your Profile Page in the Directory, the information you provide in your

Profile Page, including your personal information, shall be accessible to other users of the Service

- You are responsible to keep the information on your Profile Page accurate and up to date.

HOW LONG DO WE KEEP YOUR INFORMATION?

11Sight will retain your information, whether or not your account is active, for as long as it believes is necessary or desirable to fulfill 11Sight business purposes or to comply with applicable law, audit requirements, regulatory requests or orders from competent courts.

CAN CHILDREN USE THE WEBSITE?

The Service is not directed at children under the age of 13. We do not knowingly collect or solicit information from anyone under the age of 13 or knowingly allow them to register for our products or services. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children never to provide information on Site or otherwise via the Service without their permission.

If it comes to our attention that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under the age of 13 who has accessed or used our Service, please contact us.

WHAT ABOUT LINKS TO OTHER WEB SITES AND SERVICES?

11Sight Websites and email messages you receive from us may link to websites, applications or other digital properties that have privacy provisions different than the provisions of this Privacy Policy. We recommend that you review such other privacy provisions carefully to assure your privacy is protected. 11Sight is not responsible for the practices employed by such linked third-party websites, applications or other digital properties, nor the information or content contained therein.

WHAT ARE CALIFORNIA PRIVACY RIGHTS?

Under California's "Shine the Light" law, California residents who provide "personal information" (as defined in the law) in obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the personal information we shared, if any, with other businesses for their direct marketing uses. If applicable, this information would include the categories of personal information and the names and addresses of those businesses with which we shared such personal information for the immediately prior calendar year (e.g. requests made in 2015 will receive information about 2014). To obtain this information please write to us at the address listed below in the Contact Us section. Please include your full name and address.

INFORMATION CHOICES

You may choose to deactivate or otherwise manage your Member Account as set forth in the Terms of Service. You may update your information and email-communication preferences at any time by emailing us at support@11sight.com. You can also stop receiving promotional email communications from us by clicking on the “unsubscribe link” provided in such communications. You may not opt out of Service-related communications (e.g., changes/updates to features of the Service, technical and security notices). If you have any questions about reviewing or modifying your information, you can contact us directly at support@11Sight.com.

If you deactivate your Member Account, we may still retain certain information associated with your account for analytical purposes and recordkeeping integrity, as well as to prevent fraud, resolve disputes, enforce our Terms of Service or other policies, take actions we deem necessary due to technical and legal requirements, and as dictated by constraints related to the security, integrity and operation of our Service. In addition, if certain information has already been provided to third parties as described in this Privacy Policy, retention of that information will be subject to those third parties' policies. We may still retain your information in our files however, to resolve disputes and enforce our Terms of Service.

ARE CHANGES EVER MADE TO THIS PRIVACY POLICY?

As 11Sight's business, products and services change from time to time, this Privacy Policy is expected to change as well. We reserve the right to amend the Privacy Policy at any time, for any reason. The date of the last revision to the Privacy Policy will be indicated by the “Last Updated” date on the top of the first page of this Privacy Policy. Changes to this Privacy Policy are effective when they are posted on this page, so please check back often for updates. Your continued use of the Service after any change constitutes your acceptance of the new Privacy Policy. If you do not agree to any of these terms or any future Privacy Policy, you may not use or access (or continue to access) the Service.

HOW DO YOU CONTACT US?

If you have any questions about 11Sight's privacy practices, contact us by email to privacy@11Sight.com by mail at:

11Sight, Inc,
Attn: Privacy Officer
2363 Carquinez Av #301
El Cerrito, CA 94530