

PRIVACY POLICY (Last Updated: June 1, 2017)

A. The KNEXIS Service is a permission-based email, instant message, voice broadcast, and mobile communication tools that follow strict philosophies, which serve to protect the privacy of Your members or customers. You will adopt and maintain the Privacy Policy, as identified herein, which may be modified by KNEXIS, at any time. Additionally, You consent to all terms set forth in KNEXIS' Import Agreement, as defined below.

B. KNEXIS reserves the right, in its sole discretion, to modify or change this Privacy Policy at any time with or without prior notice to You. You must review the current Privacy Policy on a regular basis on KNEXIS' website. Your continued use of the KNEXIS Service following any changes to the Privacy Policy constitutes Your full acceptance of those changes.

C. ***Information Collection, Opt In and Opt Out Processes:*** KNEXIS provides You with the tools and resources to collect Your members' or customers' contact information on an opt-in basis. On the other hand, those members or customers have the ability to opt out of Your distribution lists easily and at any time.

- i. You agree that You will not access or otherwise use ANY third party mailing lists for email addresses, instant message screen names, or phone numbers, or otherwise prepare or distribute unsolicited messages in connection with our Service.
- ii. You agree to import, add, edit, access or otherwise use only lists for which all listed parties have opted in to receive correspondence from You (herein, "Permission-Based Lists"), in connection with Your use of the Service.
- iii. You hereby covenant that You shall not use any other lists in connection with Your use of the Service.
- iv. Importing of phone numbers is prohibited, without tangible proof of members' or customers' explicit consent to receive messages, which You shall retain. KNEXIS reserves the right, in its reasonable discretion, to deny access to the import feature or require You to comply with a more stringent qualification process, to prove the method of opt-in, provide evidence of opt-in, Your legal identity and/or Your organization's identity.
- v. You agree to comply with all local, State and Federal regulations and general practices governing Your specific content or promotion type. Content affiliated with alcoholic beverages is strictly prohibited. In particular, alcoholic beverages or entertainment content or promotions targeted to people under 21 years of age may not be sent through KNEXIS' Service.
- vi. You agree to identify Your organization, product and Service accurately and not deceive Your recipients in any message with reference to Your identity, offering, availability, pricing, benefits, or any other aspects of Your communication.
- vii. Although KNEXIS does not assume the duty or obligation to monitor any messages created, posted, or sent by You or any third parties, KNEXIS reserves the right, in its sole and absolute discretion, to monitor any and all messages created or sent by You or any

third parties, at any time, without prior notice, to ensure that they conform to any usage guidelines or policies relating to our Website or Services.

D. **Online Sign-up:** KNEXIS allows You to collect email addresses, instant message screen names, phone numbers, and other custom data when members or customers opt in to join Your distribution list(s), via an Online Sign-up page powered by KNEXIS. When joining a distribution list, the KNEXIS' System will ask members or customers for personal information such as their name, phone number, IM screen name, and email address. The information they provide and the information KNEXIS obtains about them may be used:

1. To Provide subscribers with products and services they request.
2. To Anticipate and resolve problems and conflicts with our products and services.
3. For verification and authentication purposes with regard to requests or changes of any personal information or data related.
4. For other purposes communicated to them at the time they provide or authorize the use of their information.

E. **Mobile Keyword:** In addition to Online Sign-up pages, You can also collect mobile phone numbers when members text Your mobile keyword (that You create) to KNEXIS' shared short code. By texting Your mobile keyword, members are opting in their respective mobile phone numbers to join Your distribution list(s). By a member texting in to Your mobile keyword, they are giving implied consent to view and access their mobile numbers and also send them text messages. Members can remove their mobile phone numbers from Your database at any time by replying to any text message they receive from KNEXIS with "STOP."

If You believe that Your contact information was collected by a KNEXIS user without Your consent and would like to report spam, please contact [KNEXIS](#). When reporting the offending organization, please include the contact address or number that sent You the spam, the username of the sender, and the message or first few sentences of the message that You consider spam. KNEXIS has a no tolerance spam policy.

F. **Mobile Keyword:** Subscriber understands and agrees that mobile text messages disseminated using the KNEXIS' Service are intended for recipients over the age of 13 and are delivered via US Short Code 95577, or alternatively, any other KNEXIS Short Code.

Subscriber understands that transmission of communications to its members via Subscriber's respective distribution lists, using the KNEXIS' Service, **Message & Data Rates May Apply**. This Service is available for Subscriber's members on AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, U.S. Cellular®, Boost, and others in the US. Many international carriers are also supported. International carriers include SaskTel, Microcell Connexions, NorthernTel Mobility, MTS Communication, Telebec, Aliant Mobility, Telus, Virgin Mobile Canada, Bell Mobility, and Rogers. For help in the US, members may text HELP to 95577.

Members may stop mobile subscription at any time by sending text message STOP to Short Code 95577 in the US. To use the KNEXIS' Service, a respective Subscriber member's phone must have text messaging capability. If You received an unwanted instant message, text message, or voice call, please call the KNEXIS Unsubscribe Hotline at 1-866-866-0009.

ACCEPTABLE USE POLICY

A. KNEXIS may, in its reasonable discretion, determine whether You are in violation of this Acceptable Use Policy. The KNEXIS Service may be used only for lawful purposes and may not be used for any illegal activities. Using the Service in an illegal, abusive or any other manner that interferes with or diminishes others' use and enjoyment of the KNEXIS Service is prohibited.

B. The following list gives examples of illegal, abusive, interfering or otherwise unacceptable or inappropriate use of the Services. This list is provided by way of example and shall not be considered exhaustive.

1. Adversely impacting the availability, reliability, or stability of the KNEXIS Service.
2. Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any of KNEXIS' Service.
3. Attempting to bypass or break any security mechanism on any of the services or using the Service in any other manner that poses a security or service risk to KNEXIS, to any user of our Services, or to any of our or their respective customers.
4. Testing or reverse-engineering the Service, in order to find limitations, vulnerabilities, or evade filtering capabilities.
5. Using the Services in any manner that may subject KNEXIS or any third party to liability, damages or danger.
6. Using the Services in any manner that violates any applicable third party policies or requirements that KNEXIS has communicated to the customer.
7. Using the Services in any manner that violates the Mobile Marketing Association guidelines and/or best practices, carrier guidelines, or any other industry standards.
8. Engaging in fraud with respect to Your account.
9. Using Your account to engage in fraudulent activity with respect to third parties or otherwise using Your account to bypass phone identification systems, such as those by classified advertising websites.
10. Using any of the KNEXIS property or KNEXIS trademark or copyright, other than as expressly permitted in this Agreement.
11. Transmitting any material that may infringe the intellectual property rights or other rights of third parties, including but not limited to trademark, copyright or rights of publicity or otherwise violating, infringing, or misappropriating the rights of any third party.
12. Engaging in spamming or other unsolicited marketing or other activities that violate anti-spamming laws and regulations. Laws and regulations may include, but not limited to, the CAN-SPAM Act, the Telephone Consumer Protection Act, and the Do Not Call Act.
13. Using the Services in connection with any unsolicited or harassing messages

(commercial or otherwise) including, but not limited to, unsolicited or unwanted phone calls, SMS or text messages, voice mail, or faxes.

14. Offering any Emergency Services to users. "Emergency Services" shall mean services that allow a user to connect with emergency services personnel or public safety answering points such as 911 or E911 services.

15. Promoting or engaging in any and all illegal activities, as may be defined by local, State or Federal law.

16. Engaging in activities or transmitting through the Services any information that may be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.

17. Harvesting or otherwise collecting information about others, including email addresses or phone numbers without their express consent.

18. Creating a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or phone call using Your account.

19. Transmitting any material that contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious programs.

20. Violating or facilitating the violation of any U.S. or foreign law regarding the transmission of technical data or software.

21. Interfering with or disrupting networks connected to the Services or violating the regulations, policies or procedures of such networks.

22. Improperly engaging in activity for which the United States Federal Communications Commission has restricted or regulated with regard to proper use of the public telephone network.

23. Using the Service, or a component of the Service, in a manner not expressly authorized by KNEXIS.

C. Prohibited Content: Prohibited Content, as outlined below, is determined solely at KNEXIS' own discretion. In addition to and without limiting its Acceptable Use Policy, KNEXIS, prohibits the use of the Service in any manner that, and by any business, person, or entity that:

1. Provides, sells or offers to sell any of the following products/content or Services related to the same: pornography or illicitly pornographic sexual products (such as magazines, video, and software), escort services, illegal goods, illegal drugs, illegal drug contraband, pirated computer programs, or instructions on how to assemble or otherwise make bombs or other weapons.

2. Displays or markets material that exploits children, or otherwise exploits children under 18 years of age. Sends materials, contents, and promotions of items that are not appropriate for children under 18 years of age based on the general practices of Your industry or the community that You serve without clearly identifying age limitation for consuming Your content.

3. Provides, sells or offers products, services or content frequently associated with unsolicited commercial messages (a.k.a. spam). Examples are online and direct

pharmaceutical sales (includes health and sexual well-being products, etc.), work at home businesses, credit or finance management (includes credit repair, debt relief offerings, stock and trading tips, etc.), and mortgage finance offers, claim of lost bank accounts or inheritances, and odds making and betting/gambling services (includes poker, casino games, horse and dog racing, college and pro sporting events, etc.).

4. Provides material that is grossly offensive including blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity, etc. or posts any obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable content.
5. Posts or discloses any personally identifying information or private information about children without their consent (or their parents' consent, in the case of a minor).
6. Sells or promotes any products or services that are unlawful in the location at which the content is posted or received.
7. Introduces viruses, worms, harmful code and/or Trojan horses on the Internet.
8. Promotes, solicits or participates in pyramid schemes or multi-level channel and/or network marketing (MLM) businesses including, but not limited to, personal work-at-home offers promoting "get rich quick", "build your wealth" and "financial independence" offerings.
9. Engages in any libelous, defamatory, scandalous, threatening, harassing activity.
10. Posts any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence.
11. Provides content including images of authors, artists, photographers or others, without the express written consent of the content owner.

SHARING AND USAGE/OWNERSHIP/CONFIDENTIALITY

A. ***Sharing and Usage:*** KNEXIS neither sells, nor rents, any personal or contact information with any party, and KNEXIS will never use it for any purpose other than providing You with and/or improving our products and Services, or unless compelled to by a court of competent jurisdiction. As between You and KNEXIS, KNEXIS expressly acknowledges Your sole ownership rights in Your member and customer information, including Subscriber's contact lists, content and phone numbers.

You understand and agree that the KNEXIS' Service is not intended for children under 13, and KNEXIS does not knowingly collect information from children, under the age of 13.

1. Implied consent is granted, when Your member or customer texts Your mobile keyword to KNEXIS' Short Code 95577, or alternatively, any other KNEXIS' Short Code. However, if You sign into Your own Subscription Management page and uncheck this consent, the contact information will not be viewable or exportable, even if You are still able to send messages to the same contact information.
2. Explicit consent is granted when You check the "Allow access to my contact information" option from Your Subscription Management page.
3. Whether explicit or implied, KNEXIS is not permitted to share contact information of You, Your

members and/or customers, with any third party. Notwithstanding the prior provision, KNEXIS may use or disclose information, including Your personal or contact information, or that of Your members or customers, under the following very limited circumstances:

- a. To provide You with products and services You request.
- b. To anticipate and resolve problems and conflicts with our products and services.
- c. For verification and authentication purposes, in regard to requests or changes of any personal information or data related.
- d. For dissemination and use purposes by the KNEXIS' System, to transmit Your messages and/or other communications via third party network carriers to Your members or customers. KNEXIS takes our responsibility to safeguard Your Personal Information seriously, and ***we do not allow third party network carriers to use Subscriber's data or information, or that of Your members or customers, for any purpose other than to perform those services, and we require them to protect that data, consistent with this Policy.***
- e. For other purposes communicated to You at the time You provide or authorize the use of Your information.
- f. To enforce our Terms of Use and Privacy Policy or other legal agreements.
- g. In response to a subpoena, court order, or other legal process.
- h. To establish or exercise our legal rights or defend against legal claims.
- i. To share with a company controlled by, or under common control with KNEXIS for the sole purpose of performing the Services herein as permitted by our Terms of Use or Privacy Policy.
- j. When KNEXIS believes such use or disclosure is (a) necessary in order to investigate, prevent, or take action regarding suspected illegal activities, fraud, or situations involving potential threats to the physical safety of any person, or (b) required by law.

B. **Ownership:** Any data acquired and/or captured by Subscriber using the KNEXIS Service is owned by Subscriber. **All ownership of data resides with Subscriber and cannot be used by KNEXIS for any other purpose, other than pursuant to the terms and conditions of this Agreement.** Upon cancellation of Your account, Subscriber data, including data of its members and customers, will be deleted from the System. KNEXIS represents, covenants, and warrants that KNEXIS will use Your data only in compliance with this Agreement and all applicable laws (including but not limited to applicable policies and laws related to spamming, privacy, and consumer protection).

During the Term and thereafter in perpetuity, KNEXIS agrees not to use the Your data, whether directly or indirectly, to target or solicit a customer of Subscriber or those of Subscriber's parent and their subsidiaries, affiliates and joint ventures, as such, on behalf of itself or any third party. KNEXIS agrees that it will not use or sell to others lists containing information obtained in connection with this Agreement about any customer or Affiliate of Subscriber. Nothing contained herein shall preclude KNEXIS from providing services to any entity who independently contacts

KNEXIS, who is responding to a general solicitation of KNEXIS, or is contacted by KNEXIS based on information independently derived by KNEXIS.

C. **Confidentiality:** The terms and conditions of this Agreement, including but not limited to, any associated documents or oral discussions between the Parties, shall be considered confidential and/or business-proprietary, and neither Party shall reveal such confidential information to third parties, without the prior written consent of the other Party. Confidential information that is available or that becomes available in the public domain, other than through a breach of this provision by a Party, shall no longer be treated as confidential information. Each Party hereby understands and agrees that disclosure may be warranted or compelled by a court of competent jurisdiction and/or required under applicable laws of the United States.

ANTI-SPAM POLICY

A. The Service provides businesses and organizations with a variety of tools to collect names, phone numbers, instant message screen names, and email addresses on a 100% opt-in basis. The Service may NOT be used for sending any unsolicited messages (sometimes called "spam") under any circumstances. You agree to the privacy and anti-spam policies described in this document and agree to enforce anyone using Your account to adhere to permission-based marketing practices respecting the privacy and anti-spam policies described on this page and as required by law. You agree to take full responsibility and accept legal consequences of any action taken by anyone using Your account.

B. ***KNEXIS has a no-tolerance SPAM Policy.*** Any User found to be using KNEXIS' website for SPAM will be suspended without notice, and may be subject to legal action by KNEXIS, government authorities, or the recipients of Your messages. Disregarding the Anti-Spam Policies set by KNEXIS with the delivery of SPAM messages through the system is a clear and serious SPAM violation. If You know of or suspect any violators, please notify us immediately at info@KNEXIS.com. Any unused credits or remaining Service fees will not be refunded. KNEXIS is a strong supporter of a spam-free communication environment.

i. SPAM is defined as any type of unsolicited message. By sending messages to only those who have explicitly requested to receive it, You are following accepted permission-based messaging guidelines. You should not assume a preexisting relationship to be a substitute for explicit permission to send messages. The following example is merely illustrative and is not meant to be all-inclusive. For example, if Your customer disclosed a mobile number in a normal course of business, but did not specifically express permission to receive Your message, You cannot send messages to the number. If it is discovered that You have been delivering any type of message to recipients who have not granted You permission, You will be held fully accountable for Your actions. You are subject to any and all legal actions that result from such violations including class action suits whether You use our standard user interface or API.

ii. Consent is deemed as being given if the recipient of Your message has been clearly and fully notified of the collection and use of his or her contact information and has consented in writing, as required by law, prior to receiving Your calls or messages. Written consent can be obtained in handwritten form or via email, website form, text message, or other methods in compliance with the E-SIGN Act. You will have to obtain written consent from the recipient of Your messages, even if You previously had a business relationship with the recipient. You DO NOT have consent if any person purchased a product or Service from You or partakes in an event, meeting, conference, or other general gathering. Nor do You have consent if a person "Likes" or "Follows" Your organization or business on Facebook or Twitter. If You require people to confirm that they opt in to Your system, but have not received a response from those people, then You do not have sufficient consent and may not send messages to those individuals. You must also be aware that consent is not a condition of purchase.

Process to Unsubscribe from KNEXIS

All subscribers have the ability to unsubscribe or change their personal subscription settings at any time. To unsubscribe for:

1. **Email:** Click the 'Unsubscribe' link located at the bottom of each email. 'Block' link removes Your contact information and additionally prevents the same list from adding You again.
2. **Mobile Text:** Text STOP to the short code that You do not wish to receive messages from. **NOTE:** Message and data rates may apply.
3. **IM:** Click the 'Unsubscribe' link located at the bottom of each instant message. 'Block' link removes Your contact information and additionally prevents the same list from adding You again.
4. **Voice Broadcasts:** Follow the voice instruction/prompt when You receive a broadcast call, asking You to press 7 to unsubscribe from voice broadcast messages. You may also call 1-800-764-3090 to unsubscribe from prerecorded calls.

If You believe that Your contact information was collected by a KNEXIS user, without Your consent and would like to report spam, contact [KNEXIS](#) or call 1-866-866-0009. When reporting the offending organization, please include the contact address or number that sent You the spam, the username of the sender, and the message or first few sentences of the message that You consider spam.