

# Sorenson Communications, LLC. Privacy Policy

*Effective Date: April 28, 2017*

Sorenson Communications, LLC. (“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 Date of Birth
- Your Last Four Digits of your Social Security Number
- 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](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.

Sixth, we will share some or all of your information (and in the case of minors, the information of both the minor user and the parent) with third parties as required or permitted by law or regulation, including with government agencies and private entities responsible for overseeing or administering the Telecommunications Relay Fund and verifying eligibility for Sorenson services. For example, Sorenson will submit your information to the TRS User Registration Database, a database administered by a government contractor, as required by FCC regulations, and Sorenson will submit information about you and your TRS usage to the Administrator of the TRS Fund and/or the FCC for billing purposes. We may also share your information for legal reasons as reasonably necessary to:

- meet any applicable law, regulation, legal process or enforceable governmental request.
- enforce applicable terms of service, including investigation of potential violations.
- detect, prevent or otherwise address fraud, security or technical issues.
- protect against harm to the rights, property or safety of us, our users or the public, as required or permitted by law.

Seventh, we may share your location or other information with third parties if you consent for us to do so from within one of our products or otherwise. For example, some of our products allow you to share your location with third parties in conjunction with performing searches. When you enable this feature, we seek your consent to share your location information. Sorenson has no control over such third-parties, and third parties' use of your location information is not governed by this Privacy Policy. If you consent to share your location information with third parties, you acknowledge and agree that Sorenson is not responsible for third party use of your location information.

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**

We do not knowingly collect Personal Information from anyone under the age of 18 unless we first obtain permission from that child's parent or legal guardian. After we receive your permission, we will collect, store, and disclose information necessary to provide VRS products and services to your child.

When you apply for VRS products and services on behalf of your minor child, we collect the following information about your child:

- Name
- Address
- Email address
- Date of Birth
- Last Four Digits of Social Security Number
- Videophone, telephone, mobile number
- Eligibility information for deaf and hard-of-hearing individuals
- Connectivity information (internet connection, ISP, computer)

We may also collect certain information about you, as required by law or regulation, and for administrative and billing purposes.

When providing SVRS products and services over an internet connection, Sorenson may collect and store:

- Information necessary to complete or receive a call, including information about who your child is calling or who is calling your child
- The length of each call, for accounting purposes
- Your child's contacts, to allow your child to maintain a contact list
- Your child's image, if your child provides a profile picture
- If your child uses Sorenson services on a mobile device, your child's location in order to provide your child's use of location-enabled services

Sorenson will share information about your child and your child's use of VRS products and services with third parties for billing and administrative purposes and otherwise, as required or permitted by law or regulation, including with government agencies and private entities responsible for administering or overseeing the Telecommunications Relay Service Fund and verifying eligibility for Sorenson services. For example, Sorenson will submit your and your child's information to the TRS User Registration Database, a database administered by a government contractor, as required by FCC regulations, and Sorenson will submit information about your child and your child's TRS usage to the Administrator of the TRS Fund and/or the FCC for billing purposes. Sorenson may also share your child's name, image, and video phone number(s) with other Sorenson users in your child's contact list. Sorenson may also share information about your child's location with emergency services if your child calls 911 from a Sorenson mobile device. And if your child uses Sorenson products and services from a mobile device and enables location information on that device, Sorenson may share your child's precise location information with third parties. However, we will not allow your child to enable sharing of location information without your consent. Sorenson does not otherwise disclose any of this information to third parties unless required by law.

We obtain parental consent by either:

1. Providing you with a notice of our privacy practices over a videophone, asking whether you consent to these practices, and having you verify your identity by showing a valid, government-issued form of identification; or
2. Sending you a written notice of our privacy practices, which you would have the option of consenting to and returning a signed copy by mail.

You have the right to ask Sorenson to allow you to review the information Sorenson has collected about your child, to stop collecting personal information about your minor child, or to delete information it has on file about your minor child at any time. If your child is under the age of 13, Sorenson is legally required to comply with those requests, unless deleting the child's

information would conflict with a legal obligation to retain the data. If your child is between the ages of 13 and 17, Sorenson will voluntarily honor those requests, unless the child's information would conflict with a legal obligation to retain the data.

If you have further questions or requests related to Sorenson's online collection of information from children, please contact:

**Videophone:** 801-386-8500 or, from a Sorenson videophone, CIR.SVRS.TV

**Voice Line:** 866-756-6729

### **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 in Sorenson's possession 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](mailto: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](mailto: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 January 15, 2016.

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