



## Privacy Policy

**THE TERMS OF THIS PRIVACY & DATA USE POLICY (“POLICY”) ARE LEGALLY BINDING. IF YOU USE OUR SERVICE (AS DEFINED BELOW), YOU AGREE TO BE BOUND TO ALL OF THE TERMS AND CONDITIONS OF THIS POLICY.**

Corvisa LLC (“Corvisa,” “us” or “we”) respects the privacy of its users and has developed this Policy to demonstrate its commitment to protecting your privacy. This Policy is intended to transparently disclose to you how we may collect, use and share your information and your choices regarding the same.

This Policy applies to you, as an individual, when you use any of Corvisa’s services, whether using our website ([www.corvisa.com](http://www.corvisa.com)), our software, our mobile applications, the Summit® Platform or any other web-based or mobile service or any offering through any of our websites (collectively, our “Service”). As a reminder, use of any Service may also be governed by an applicable services agreement or other terms and conditions.

We encourage you to read this Policy carefully when using our Services or transacting business with us. If you have any questions about our privacy practices, please refer to the end of this Policy for information on how to contact us.

### INFORMATION WE RECEIVE ABOUT YOU

*In General.* We receive a number of different types of information from you when you use our Service, some of which is personally identifying, some is not.

- **Information you provide.** We may collect and store any personal information you enter on our website or that is provided to us in some other manner. This includes identifying information, such as your name, mailing address, email address, telephone number, and, if you transact business with us, financial information such as your payment method (valid credit card number, type, expiration date or other financial information). We also may request other information from time to time, including such things about your interests and activities, your gender, your location (such as ZIP code and/or country), and other demographic or profile information and we may ask you to complete a survey or send us a review.
- **Information from Social Network Services.** If you link our Service with any social networking service then we may collect certain account related information. This feature may require us to implement cookies and/or APIs provided by such social media platform to facilitate the communication. In addition, by choosing to use any third party social media platform or choosing to share content with any social media platform, you allow us to share information with the designated social media platform. We cannot control any policies or terms of such third party platform. As a result, we cannot be responsible for any use of your information or content by a third party platform.
- **Information from other sources.** We may also periodically obtain both personal and non-personal information about you from other business partners, contractors, and other third parties and add it

to our account information or other information we have collected. Examples of information that we may receive include: updated delivery and address information.

- **Information collected automatically.** We automatically receive information from your browser when you visit or use one of our Services. This information may include (without limitation) your IP address, your browser type and language, access times, the content of any undeleted cookies that your browser previously accepted from us (see “Cookies” below), and the referring website address.
- **Cookies.** When you visit our Services, we may assign your computer one or more cookies to facilitate access to our Service and to personalize your online experience. Our Services may also have third party cookies, placed on our Services by third parties. Cookies allow the company that uses the cookie to automatically collect information about your activity on and interaction with our Services, such as the web pages you visit, the links you click, and the searches you conduct on our site. Most browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you choose to decline cookies, please note that you may have difficulty signing in, and may not be able to use some of the interactive features offered through our Service. You can also opt out of the use of some cookies as described below.
- **Mobile Devices.** We may receive information from your mobile devices when you visit our Service, such as identifiers for advertising (“IDFA”).
- **Location Information:** With your consent, we may access your location. We will only access your location while you are using the Service and provided you have opted in to activate this feature. You may choose to allow us to access your location by granting us access to your location, when prompted by the Service, or through your device’s location services settings. You may also choose provide us with a zip code or your phone number in using the Service. We may use the Google Places API(s) for location searches and the Google Maps/Google Earth API(s). Pursuant to the Google Maps/Google Earth APIs Terms of Service, use of this location feature is also subject to the Google privacy policy, which can be found at <http://www.google.com/privacy.html>, and is incorporated with this reference.
- **Web Beacons.** We may use web beacons to track your use of our Service. We also may include web beacons in promotional or other email messages or newsletters to determine whether messages have been opened and acted upon. The information we obtain in this manner enables us to customize our Service, to deliver targeted advertisements, and to measure the overall effectiveness of our online advertising, content, programming, or other activities.
- **Information collected by third parties.** Authorized service providers, e.g. telecommunications companies that we do not control, may collect information regarding your use of the Services as part of the provision thereof.
- **Analytics.** We collect analytics from our Services through third party vendors.
  - • **Google Analytics.** Our web-based Services use Google Analytics to collect information about your use of the applicable website. This information consists of information that your

web browser automatically sends to Google, such as the web address of the page that you visit and your IP address. Google may also set cookies or read preexisting cookies. This information is stored on Google's servers. Google uses this information to provide us with reports about traffic to our website and your visit to our website (such as the domain from which you access the internet, the web address of the website from which you linked to our website, the time and date of your visit to the web pages that you view and click through). We will use this data to improve our website structure and content.

Google may also use this data in accordance with their Privacy Policy, which can be found at <http://www.google.com/privacy.html>. **For more detailed information on how Google uses your data through our Site, please visit <http://www.google.com/policies/privacy/partners/>.**

You may opt-out of our use of Google Analytics by visiting the [Google Analytics opt-out page](#) and installing the Google Analytics browser add-on, currently made available by Google at <https://tools.google.com/dlpage/gaoptout>.

In addition to Google Analytics, our Services may use analytics provided by SEOmoz, Inc. ("Moz"), Hotjar Ltd ("HotJar") and Bizible, Inc. ("Bizible"). The privacy policies for these services can be found at <https://moz.com/terms-privacy#privacy>, <https://www.hotjar.com/privacy>, and <http://www.bizible.com/privacy-policy> respectively. Please review these privacy policies to learn more about the services, data collection, and use of data by Moz, HotJar and Bizible.

## **HOW WE USE THE INFORMATION WE COLLECT**

*In general.* In addition to the other uses that are referenced in this Privacy Policy, we may use information that we collect to:

- to deliver the products and services that you have requested and/or purchased;
- manage your account and provide you with customer support;
- perform research and analysis about your use of, or interest in, our products, services, or content, or products, services or content offered by others;
- communicate with you by email, postal mail, telephone and/or mobile devices about products or services from us, our business partners or other third parties;
- develop and display content and advertising tailored to your interests on our site and other sites, or have third parties do so on our behalf;
- improve the performance and content of our Services;
- enforce our contractual rights;
- manage our business; and

- perform functions as otherwise described to you at the time of collection.

*Payment processing.* If you provide us with financial information or payment information for the purpose of transacting on our Service, then we may use financial information or payment method to process payment for any purchases made on our website, to protect against or identify possible fraudulent transactions, and otherwise as needed to manage our business.

*Retargeting, Third Party Ad Networks and Behavioral Advertising.* As you browse and use our Services, third party advertising cookies will be placed on your computer so that we can understand what you are interested in. Our display advertising partner, AdRoll, then enables us to present you with retargeted advertising on other sites based on your previous interaction with our Service. AdRoll does not collect and we do not provide to them your personal information such as your name, email address, postal address or telephone number. You can visit <http://www.networkadvertising.org/choices> to opt out of AdRoll and their partners' targeted advertising, or the DAA opt-out page at: <http://www.aboutads.info/>. For those in Europe, see the EDAA opt-out page: <http://youonlinechoices.eu/>. Opting out will not in any way affect your use of our website.

## **WITH WHOM WE SHARE INFORMATION.**

We want you to understand when and with whom we may share personal or other information you have provided to us or that we have collected about you or your activities on our Service.

*Personal information.* "Personal information" is information that can be used to specifically identify you, such as your name, e-mail address, and mailing address. We do not share your personal information with others except as indicated below or when we inform you and give you an opportunity to opt out of having your personal information shared.

*In General.* We may share information with:

- **Service providers.** We may share any information, which may include your personal information, with our service providers that perform services on our behalf. These services consist of fulfilling orders, processing credit card payments, and accounting for Corvisa Services, telecommunications support or service, customer service, business and sales analysis, website development and hosting, and data and technology management. We may also share your information with service providers that provide other marketing services to us, such as email campaigns, retargeted advertising, sweepstakes, surveys and other marketing features offered through our website. These service providers may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purposes.
- **Business partners.** We may share personal information and non-personal information with the businesses with which we partner. We may also share information with third parties for marketing purposes.
- **Aggregated and non-personal and hashed information.** We may share information that has been "hashed." "Hashed" information is information that has been converted to an anonymized string of characters in an effort to prevent third parties from unscrambling the anonymized string of

characters to recover the underlying information. We may combine non-personal and/or hashed information with other information collected about a user and share such with third parties. We may share aggregated and/or non-personal and/or hashed information with third parties, including (without limitation) advisors, partners and investors.

- **Other Situations.** We also may disclose your information:
  - In the event we receive a subpoena or similar investigative demand, a court order, or a request for cooperation from a law enforcement or other government agency and determine that such disclosure is required by law; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.
  - When we believe disclosure is appropriate in connection with efforts to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of our company, our users, our employees, or others; to comply with applicable law or cooperate with law enforcement; or to enforce our website terms and conditions or other agreements or policies.
  - In connection with a substantial corporate transaction, such as the sale of our business, a divestiture, merger, consolidation, reorganization or asset sale, or in the unlikely event of bankruptcy.

Any third parties to whom we may disclose personal information may have their own privacy policies which describe how they use and disclose personal information. Those policies will govern use, handling and disclosure of your personal information once we have shared it with those third parties as described in this Policy. Please note that these entities or their servers may be located either inside or outside the United States.

### **THIRD-PARTY WEBSITES**

Our Service may contain links to third-party websites and services that we do not run or manage. As a result those third party websites and services do not operate under this Policy. These third-party websites may independently solicit and collect information, including personal information, from you and, in some instances, provide us with information about your activities on those websites. We recommend that you consult the privacy statements of all third-party websites you visit by clicking on the “privacy” link typically located at the bottom of the webpage you are visiting.

### **HOW YOU CAN ACCESS YOUR INFORMATION**

If you have an online account with us, you have the ability to review and update your information online by logging into your account. You can also review and update your information by contacting us. More information about how to contact us is provided below.

If you have a Summit online account with us, you may choose to close your account at any time by submitting a request to our customer support department via the "Contact Us" link on the FAQ/Contact



Support page of the Summit website or by emailing us at [summitsupport@shoretel.com](mailto:summitsupport@shoretel.com). After you close your account, you will not be able to sign in to the Summit Developer website or access any of your account information. If you want to obtain a new Summit account, you will not be able to sign up with the same email address; therefore Corvisa asks that you contact Summit Support to reinstate the account. Please note that if you close your account, we may still retain, use and disclose information associated with your account.

## **YOUR CHOICES ABOUT COLLECTION AND USE OF YOUR INFORMATION**

- You may opt-out of our collection of analytics and online behavioral advertising as described above.
- You can choose not to provide us with certain information, but that may result in you being unable to use certain features of our Service because such information may be required in order for you to register as a customer; or initiate other transactions through our Service.
- While Corvisa does not give you the opportunity to remove your information from our database, you may remove your registration information from your My Account page as described below. At any time you can choose to no longer receive commercial or promotional emails or newsletters from us or to discontinue use of a Service, subject to the applicable terms of such Service. You also will be given the opportunity, in any commercial email that we send to you, to opt-out of receiving such messages in the future. It may take up to 10 days for us to process an opt-out request. We may send you other types of transactional and relationship email communications, such as service announcements, administrative notices, and surveys, without offering you the opportunity to opt-out of receiving them. We also allow users the option of changing information previously provided. This may be done through logging back in to the relevant system and/or through contacting Corvisa support at [flexsupport@shoretel.com](mailto:flexsupport@shoretel.com). Please note that changing information in your account, or otherwise opting out of receipt of promotional email communications will only affect future activities or communications from us. If we have already provided your information to a third party before you have changed your preferences or updated your information, you may have to change your preferences directly with that third party.

## **HOW WE PROTECT YOUR PERSONAL INFORMATION**

We take security measures (including physical, electronic and procedural measures) to help safeguard your personal information from unauthorized access and disclosure. For example, only authorized employees are permitted to access personal information, and they may do so only for permitted business functions. In addition, we use encryption in the transmission of personal information between your server and ours and we use firewalls to help prevent unauthorized persons from gaining access to your personal information.

We want you to feel confident using our website to transact business. However, no system can be completely secure. Therefore, although we take steps to secure your information, we do not promise, and you should not expect, that your personal information, searches, or other information will always remain secure. Users should also take care with how they handle and disclose their personal information and should avoid sending personal information through insecure email. Please refer to the Federal Trade



Commission's website for information about how to protect yourself against identity theft. <http://www.consumer.ftc.gov/features/feature-0014-identity-theft>

Please be advised that whenever you voluntarily disclose personal information on publicly-viewable web pages (or, e.g., via social media), that information will be publicly available and can be collected and used by others. We cannot control who reads your posting or what other users may do with the information you voluntarily post, so we encourage you to exercise discretion and caution with respect to your personal information. Once you have posted information, you will not be able to edit or delete such information.

## **VISITING OUR WEBSITES FROM OUTSIDE THE UNITED STATES**

Corvisa is self-certified under the EU/US Safe Harbor. You can find the Corvisa Safe Harbor Policy at: <https://www.shoretel.com/sites/default/files/safe-harbor-policy.pdf>.

If you are accessing our Service from outside the United States, please be aware that your information may be transferred to, stored, and processed in the United States where our servers are located and our central database is operated. This Policy and the storage, use and disclosure of your information under this Policy, is governed by the laws on the United States. The Service is controlled and operated by Corvisa from the United States and you expressly waive the application of any laws of any territory other than the United States. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country. By using our Service, you understand that your information may be transferred to our facilities and those third parties with whom we share it as described in this Policy, and the laws of the United States apply to the use, storage and disclosure of your information.

## **DO NOT TRACK**

We will automatically collect cookies and other non-personally identifying information when you visit this site. Due to this automatic collection, we do not currently honor "do not track" requests.

## **CHILDREN'S PRIVACY**

Our website is a general audience site, and we do not knowingly collect personal information from children under the age of 13.

## **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CORVISA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING DATA PRIVACY OR DATA SECURITY.

## **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CORVISA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO,



DAMAGES FOR LOSS OF DATA, DATA BREACH OR DISCLOSURE OF PERSONAL INFORMATION, EVEN IF CORVISA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY AGREE THAT CORVISA IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE OF ANY VIOLATION OF YOUR RIGHTS OR THE RIGHTS OF ANY OTHER PARTY INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY RIGHT, RIGHTS OF PUBLICITY, OR RIGHTS OF PRIVACY. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN ANY EVENT, IF CORVISA IS FOUND TO HAVE VIOLATED ANY OF YOUR RIGHTS, YOU ACKNOWLEDGE AND AGREE THAT CORVISA'S TOTAL AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED THE LESSER OF THE FEES PAID BY YOU TO CORVISA FOR THE APPLICABLE SERVICE, IF ANY, OR USD\$50.00.

## **CHANGES TO THIS POLICY**

Corvisa reserves the right to amend this Policy at its sole discretion and any modifications shall be effective immediately upon posting. When we revise this Policy, we will notify you by posting the new Policy on the Service with the "Last Updated" legend at the top of this page. By continuing to use the Service following such changes, you will be deemed to have agreed to such changes. If you do not agree with the terms of this Policy or any changes thereto, do not continue using the Service.

## **OTHER POLICIES AND AGREEMENTS**

Use of a Corvisa Service may be subject to applicable terms and conditions of use of such Service, be it for Summit ® (Summit ® Terms of Service here: <https://www.shoretel.com/sites/default/files/Online-Terms-of-Service.pdf>) or for the Corvisa software or telecommunication services, handled through executed services agreement(s). Other policies which apply to your use of the Services include the Acceptable Use Policy at: <https://www.shoretel.com/sites/default/files/aup.pdf>.

## **HOW TO CONTACT US**

If you have any questions about this Policy or our information-handling practices, or if you would like to request information about our disclosure of personal information to third parties, please contact us by email or postal mail as follows:

### **Corvisa LLC**

1610 N. Second Street, Ste. 101

Milwaukee, WI 53212

877-487-9256

[legal@shoretel.com](mailto:legal@shoretel.com)

Attn: Legal