



LAST UPDATED: April 21, 2008

Privacy Policy

Equal's, Inc. ("**Company**," "**we**," "**us**") is concerned about online privacy issues and wants you to be familiar with how we collect, use and disclose your Personally Identifiable Information (as defined below). This Privacy Policy (the "**Policy**") describes our practices in connection with Personally Identifiable Information that we collect online through our communications software (which includes software that you may have embedded on a third party website) ("**Software**") and related services, including through our U.S. website at <http://www.equal's.com> (the "**Site**") (the services and Site collectively, "**Services**"). This Policy does not govern our collection of information through any other means, other than through the Software and/or Services; nor does this Policy govern the collection of information by any of our Affiliates (collectively, "**Affiliated Entities**") or by third parties. An "**Affiliate**" is any entity that directly or indirectly controls, is controlled by or is under common control of Company.

Note Regarding Children: The Software and Services are not directed to individuals under the age of thirteen (13), and we do not knowingly collect personal information from individuals under the age of thirteen (13). Such individuals must not use the Software and/or Services.

By using the Software and/or Services, you agree to the terms and conditions of this Policy. If you do not agree to the terms and conditions of this Policy, please do not use the Software and/or Services. We reserve the right to change this Policy without prior notice. You can determine when this Policy was last revised by referring to the "*Last Updated*" legend at the top of this page. Any changes to our Policy will become effective upon our posting of the revised Policy to our Site. Use of the Software and/or Services following such



changes constitutes your acceptance of the revised Policy then in effect.

1. What Types of Information Does Company Collect From Me?

Company gathers two basic types of information through the Software and/or Services: "**Personally Identifiable Information**" (or "**PII**") and "**Non-Personally Identifiable Information**" (or "**Non-PII**"). Personally Identifiable Information is information that identifies you as an individual. Non-Personally Identifiable Information is aggregated information, demographic information, IP addresses and any other information that does not reveal your specific identity.

- a. **Personally Identifiable Information.** In order for you to take advantage of particular opportunities provided through the Software and/or Services (for example, to be contacted by individuals through the Services), we may require that you furnish PII. We collect PII from you through the Software and/or Services (including from forums and blogs hosted on our Site) such as your name, telephone number, e-mail address, credit card number, other payment account number or third party login and/or account information, only when you voluntarily provide it to us. If you use our application in conjunction with third party services or websites (for example, social networking websites), we may also collect PII that you provide to such services or websites in accordance with such service's or website's terms and conditions of use.

- b. **Non-Personally Identifiable Information.** When you use the Software and/or Services, Company and third parties with whom Company has contracted to provide services to Company may collect Non-PII. Non-PII is generally collected through the Software and/or Services from different sources, including without limitation, server log files, environmental variables, cookies, pixel tags and other similar technologies and information that you voluntarily provide. Company also collects Non-PII (for example, your interests) when you voluntarily



provide such information to us. If you use our application in conjunction with third party services or websites (for example, social networking websites), we may also collect Non-PII that you provide to such service or website (for example, your interests) in accordance with such service's or website's terms and conditions of use. When such information is not combined with any PII, such information is considered to be Non-PII, as it does not personally identify you or any other user. Additionally, we may aggregate PII in a manner such that the end-product does not personally identify you or any other user of the Software and/or Services, for example, by using PII to calculate the percentage of our users who have a particular telephone area code. Such aggregate information is considered Non-PII for purposes of this Policy.

2. How Does Company Use Information Collected From Me?

- a. **Personally Identifiable Information.** We may use your PII in the following ways:
 - i. **Use of the Software and/or Services.** We may use your PII to provide particular services for which such PII was provided (for example, to allow others to contact you at your e-mail address).
 - ii. **Administrative Communications.** From time to time, in our sole discretion, we may use your PII to send to you important information regarding the Software and/or Services, or changes to our terms, conditions, and policies. Because this information may be important to your use of the Software and/or Services, you may not opt-out of receiving such communications.
 - iii. **Other Communications.** From time to time, we may use your PII to inform you of products, programs, services and promotions that we believe may be of interest to you.



If you would prefer that we do not send such marketing messages to you, please see the "Opt-Out" section below.

- iv. Purchases.** When you purchase Services, we may collect your credit card number or other payment information, billing address and other information related to such purchase (collectively, "**Payment Information**") from you, and may use such Payment Information in order to fulfill your purchase.
- v. Communications with Contacts.** We provide functionality to permit you to communicate with contacts through the Software and/or Services. If you wish to use this feature, you may provide us with your contact's e-mail address or other information so that we can facilitate your communication with your contact.
- vi. Promotions.** We or third party sponsors may operate sweepstakes, contests and similar promotions (collectively, "**Promotions**") through the Software and/or Services. We typically ask you for certain PII when you enter and, if applicable, win a Promotion. You should carefully review the rules, if any, of each Promotion in which you participate through the Software and/or Services, as they may contain additional important information about Company's use of your PII. To the extent that the terms and conditions of such rules concerning the treatment of your PII conflict with this Policy, the terms and conditions of such rules shall control.
- vii. Internal Business Purposes.** We may also use your PII for our internal business purposes, such as data analysis, audits and so forth.



- b. **Non-Personally Identifiable Information.** Because Non-PII does not personally identify you, we may use such information for any purpose. In addition, we reserve the right to share such Non-PII, which does not personally identify you, with Affiliated Entities and other third parties, for any purpose.

In some instances, we may combine Non-PII with PII (such as embedding e-mail addresses in cookies). If we do combine any Non-PII with PII, the combined information will be treated by us as PII hereunder as long as it is so combined (see Section 2.a above).

3. **How Is Personally Identifiable Information Collected on the Site Disclosed?**

- a. **Third Party Service Providers.** We may work with third parties who provide services including but not limited to data analysis, order fulfillment, and other administrative and communication services. We reserve the right to share your PII with such third parties for the purpose of enabling these third parties to provide such services (for example, if you choose to purchase Services, we may share your Payment Information with our third party service providers to process your payment).
- b. **Affiliate Communications.** From time to time, we may share your PII with the Affiliated Entities to allow them to contact you regarding products, programs, services and promotions that they believe may be of interest to you. If you would prefer that we do not share your information with the Affiliated Entities for such Affiliated Entities' marketing purposes, please see the "Opt-Out" section below.
- c. **Third Party Communications.** From time to time, we may share your PII with third parties to allow them to contact you regarding products, programs, services and promotions that they believe may be of interest to you. If you would prefer that we do not share your information with such third parties for such third



parties' marketing purposes, please see the "Opt-Out" section below.

- d. **Promotions.** We may conduct Promotions sponsored by third parties. We may share your PII with such third party sponsors to allow them to contact you regarding the Promotion.

- e. **Voluntary Disclosure.** The Software and/or Services allow you to control what PII will be available to others through such Software and/or Services according to the settings that you set for yourself. Any PII you provide in connection with the Software and/or Services, such as your photo, e-mail address, phone number, and location, will be disclosed to the people that you designate to have access to such information through the Software and/or Services. In addition, if you provide any PII in connection with your posts or submissions on our forum or blogs (for example your e-mail address), such PII may be made available to the public in connection with such posts or submissions. We urge you to exercise discretion and caution when deciding to disclose your PII, or any other information, using the Software and/or Services. WE ARE NOT RESPONSIBLE FOR THE USE BY OTHERS OF ANY PII YOU VOLUNTARILY DISCLOSE USING THE SOFTWARE AND/OR SERVICES.

- f. **Assignment.** We reserve the right to transfer any and all information that we collect from users of the Software and/or Services to an Affiliated Entity or a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of Company's business, assets or stock (including without limitation in connection with any bankruptcy or similar proceedings).

- g. **Law enforcement; emergencies; compliance.** Notwithstanding any other provision of this Policy to the contrary, we reserve the right to disclose your PII to others as we believe to be appropriate (i) under applicable law; (ii) to comply with legal



process; (iii) to respond to governmental requests; (iv) to enforce our Terms of Use; (v) to protect our operations or those of any Affiliated Entities; (vi) to protect the rights, privacy, safety or property of the Company, the Affiliated Entities, you or other users, or other parties; and (vii) to permit us to pursue available remedies or limit the damages that we may sustain. For example, we may, to the fullest extent the law allows, disclose PII about you to law enforcement agencies to assist them in identifying individuals who have been or may be engaged in unlawful activities.

4. Other Important Notices Regarding Our Privacy Practices.

- a. Third Party Sites.** The Software and/or Services may direct you to third party websites, phone numbers, software and/or services. These linked sites, phone numbers, software and/or services are not under Company's control and we are not responsible for the privacy practices or the contents of any such linked site, software and/or service. We direct you to such third party sites, phone numbers, software and service only as a convenience. If you provide any PII through any such third party website, software and/or services, your transaction will occur through such third party website, phone numbers, software and/or service and the PII you provide will be collected by, and controlled by the privacy policy of, that third party. We recommend that you familiarize yourself with the privacy policies and practices of any such third parties. PLEASE NOTE THAT THIS POLICY DOES NOT ADDRESS THE PRIVACY OR INFORMATION PRACTICES OF ANY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, THE AFFILIATED ENTITIES.
- b. Security.** We use commercially reasonable efforts to implement security measures and tools, such as firewalls, to help protect against the loss, misuse and alteration of the information under our control. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. As a result, although we strive to protect



your PII, we cannot ensure or warrant the security of any information you transmit to us or to others through the Software and/or Services or that is stored by us. You acknowledge and agree that any information you transmit through the Software and/or Services is so transmitted at your own risk.

- c. Opt-Out.** If you do not wish to receive marketing-related e-mails or communications from us, or if you would prefer that we do not share your PII with Affiliated Entities and/or with third parties for such Affiliated Entities' and/or third parties' own direct marketing purposes, you may opt-out of receiving such marketing-related e-mails or communications or from such sharing by submitting an email to info@equals.com. Please specify clearly which of the following choices you are opting out of:
- i.** Receiving marketing-related e-mails or communications from Company;
 - ii.** Allowing Company to share your PII with Affiliated Entities for their own direct marketing purposes; and/or
 - iii.** Allowing Company to share your PII with unaffiliated third parties for their own direct marketing purposes.

Some Software and/or Services may require that you receive marketing-related e-mails or communications from us, and opting out may terminate your right or ability to use the Software and/or Service. Similarly, some Software and/or Services may require you to allow the sharing of your PII with Affiliated Entities and/or unaffiliated third parties, and opting out of such sharing may terminate your right or ability to use the Software and/or Service.

We will endeavor to comply with your opt-out request as soon as reasonably practicable. Please note that if you opt-out as described above, we will not be able to remove your PII from the databases of Affiliated Entities or unaffiliated third parties with which we have already shared your PII (i.e., to



which we have already provided your PII as of the date that we implement your opt-out request). If you wish to cease receiving marketing-related e-mails or communications from such Affiliated Entities or third parties, please contact such Affiliated Entities or third parties directly or utilize any opt-out mechanisms set forth in their respective privacy policies or marketing-related e-mails or communications.

- d. Changing or Removing Your PII.** The Software and/or Services have functionality so that you can review, correct, or update certain PII through the Software and/or Services. In order to remove PII that you have previously provided to us through the Software and/or the Services, you may do so by submitting a request for removal to info@equals.com. Please specify the PII that you want removed. Removal of certain PII necessary to use the Software and/or Services may terminate your right or ability to use the Software and/or Services.

Please note that we may need to retain certain information for recordkeeping purposes, and there may also be residual information that will remain within our databases and other records, which will not be removed therefrom. We also reserve the right, from time to time, to re-contact former users of the Software and/or Services. Finally, we are not responsible for removing information from the databases of third parties or Affiliated Entities with whom we have already shared your PII.

- e. Contacting Us.** If you have any questions regarding this Policy, please contact us by e-mail at info@equals.com or regular mail at Equals, Inc., 1301 Shoreway Road, Suite 155, Belmont, CA 94002. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us.