

## **Act! North American Privacy Policy**

*Valid through September 23, 2021*

Act! LLC (“Act!”, “we,” “us,” “our”) is dedicated to the privacy and rights of our customers. The privacy of our customers and affiliates is important to us. Therefore:

- We do not sell or rent personally identifiable information (“personal data”).
- We do not spam, and our policies forbid use of our Services for spam. You may also want to read our [Anti-Spam Policy](#).

This policy applies to the types of information, including personal data, we may collect from you or that you may provide when you visit any Act! company websites, including but not limited to [act.com](#) (except web pages selected for the regions of France, Germany, Netherlands and the United Kingdom) (collectively, the “Websites”), or use any Act! products or applications (the “Applications”, and, together with the Websites, the “Services”), and our practices for collecting, using, maintaining, protecting and disclosing that information. Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Services. By accessing or using our Services, you agree to this privacy policy. This policy may change from time to time. Your continued use of the Services after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

This policy applies to information we collect:

- On any Act! company websites, including but not limited to [act.com](#) (except web pages selected for the regions of France, Germany, Netherlands and the United Kingdom), including in e-mail, text, and other electronic messages between you and the Websites (collectively, the “Websites”);
- Through mobile and desktop applications you download from the Websites (the “Applications”); and
- When you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this policy (the “Advertising”) (collectively, the “Services”).

It does not apply to information collected by any third party, including through any application or content (including advertising) that may link to or be accessible from or on the Websites.

### Controllership

For the information we collect through our Applications, we are a data processor. For the information we collect through our Websites and Advertising, we are a data controller.

### Information You Provide to Us.

The personal data we collect on or through our Services may include:

- Biographical information such as first and last name;
- Contact information such as email, phone number, and country of residence;
- Employment information such as company name;
- Other information that you provide by filling in forms on our Websites, including information provided at the time of subscribing to our Applications, posting material or requesting further services;
- Information you provide when you enter a contest or promotion sponsored by us, and when you report a problem with our Websites;
- Records and copies of your correspondence, if you contact us;
- Your responses to surveys that we might ask you to complete for research purposes;
- Financial information such as payment card details, and other details of transactions you carry out through our Services and of the fulfillment of your orders;
- Information about your internet connection, the equipment you use to access our Services, and usage details.

### How we use your information.

We use information that we collect about you or that you provide to us:

- To present our Services and their contents to you;
- To provide you with other information, products, or services that you request from us;
- To provide you with notices about your account, including expiration and renewal notices;
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection;
- To notify you about changes to our Services or any other products or services we offer or provide through them;
- For customer support purposes;
- For any other lawful purpose with your consent.

#### Disclosure to Third Parties.

We may also provide information to our vendors, suppliers, authorized resellers, and other business, development, and industry partners ("Partners") to enable them to provide you with Act! products or services. We will only do this in accordance with applicable law.

Our Partners may be located outside of the United States; however, we will either obtain your explicit consent to transfer your personal data to such third parties, or we will require that those third parties maintain at least the same level of confidentiality that we maintain for such personal data. Act! remains liable for the protection of your personal data that we transfer to our service providers, except to the extent that we are not responsible for the event giving rise to any unauthorized or improper processing.

#### Other Disclosure of Your Personal Data

We may disclose your personal data (i) to the extent required by law or if we have a good-faith belief that such disclosure is necessary in order to comply with official investigations or legal proceedings initiated by governmental and/or law enforcement officials, or private parties, including but not limited to: in response to subpoenas, search warrants, or court orders, or (ii) if we sell or transfer all or a portion of our company's business interests, assets, or both, or in connection with a corporate merger, consolidation, restructuring, or other company change, or (iii) to our subsidiaries or affiliates only if necessary for business and operational purposes as described in the section above.

We reserve the right to use, transfer, sell, and share aggregated, anonymous data, which does not include any personal data, about users of our Services as a group for any legal business purpose, such as analyzing usage trends and seeking compatible advertisers, sponsors, clients, and customers ("Aggregate Data").

If we must disclose your personal data in order to comply with official investigations or legal proceedings initiated by governmental and/or law enforcement officials, we may not be able to ensure that such recipients of your personal data will maintain the privacy or security of your personal data.

#### Services and product data.

Information collected by us as set forth above does not include your company's data entered in the course of operating our products ("Product Data") or data provided by you while using our services ("Services Data"). We will not access your Product Data or Services Data except in the following limited circumstances: (1) to provide you with technical support, solely at your request and with your permission; (2) to help us deliver a successful service to you, for example to contact you when you have only used our products or services in a limited way to inform you of ways to maximize your investment in our products or services (3) on a limited-access basis to install updates, produce regular backups, or restore data from backups at your request; (4) where the inherent purpose of the product or service requires us to provide the Product Data or Services Data to a third party on your behalf (for example where we send email on your behalf) and, (5) unless you opt-out, to utilize Aggregate Information derived from Product Data and Services Data to help us improve our products and services and in developing additional offerings. We will not provide your Product Data or Services Data to any third party or permit any third party to access your Product Data or Services Data, except by your permission or to comply with valid legal requirements such as a law, regulation, search warrant, subpoena, or court order. In addition, if at any time you decide to discontinue your use

of the applicable service, your Services Data will be destroyed and removed from all servers according to terms set forth in your Service Agreement.

Use of information received from Gmail APIs will adhere to Google's Limited Use Requirements:

**Additional Limits on Use of Your Google User Data:** Notwithstanding anything else in this Privacy Policy, if you provide the Act! App access to the following types of your Google data, the Act! App's use of that data will be subject to these additional restrictions: Act! will only use access to read, send email and mail merges (via Gmail IMAP server), and attach emails from Gmail to an Act! contact and will not transfer this Gmail data to others unless doing so is necessary to provide and improve these features, comply with applicable law, or as part of a merger, acquisition, or sale of assets.

Act! will only use access to sync Gmail calendar events back and forth between the Act! App and Gmail as well as update/modify events and will not transfer this Gmail data to others unless doing so is necessary to provide and improve these features, comply with applicable law, or as part of a merger, acquisition, or sale of assets.

Act! will only use access to sync Gmail contacts back and forth between the Act! App and Gmail as well as update/modify contacts and will not transfer this Gmail data to others unless doing so is necessary to provide and improve these features, comply with applicable law, or as part of a merger, acquisition, or sale of assets.

The Act! App will not use this Gmail data for serving advertisements.

The Act! App will not allow humans to read this data unless we have your affirmative agreement for specific messages, doing so is necessary for security purposes such as investigating abuse, to comply with applicable law, or for the App's internal operations and even then only when the data have been aggregated and anonymized.

The Act! App use and transfer to any other app of information received from Google APIs will adhere to [Google API Services User Data Policy](#), including the Limited Use requirements.

**Business transfers.**

In the event that all or a portion of Act! (or the assets of one of those entities), is bought or sold, your information will likely be included among the transferred business assets, but such information remains subject to this Privacy Policy or a Privacy Policy substantially similar to this privacy Policy.

**U.S. Servers.**

All data collected outside of the United States may be transferred and processed on servers located in the United States. Your submission of information to us constitutes your consent to this transfer. Although we will collect and use your Information only as stated in this Privacy Policy, laws generally applicable to the protection of personal data in the United States may not be as stringent as those in some users' home jurisdictions.

**Children Under 13.**

Act! does not intentionally collect information from anyone under the age of 13.

**Public Areas.**

You also may provide information to be published or displayed (hereinafter, "posted") on public areas of the Websites, or transmitted to other users of the Website or third parties (collectively, "User Contributions"). Your User Contributions are posted on and transmitted to others at your own risk. Although we limit access to certain pages/you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Website with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

**Your privacy choices**

**Email and Opt-Out.**

Occasionally, Act! may send you communications to provide you with information or promotions relating to products and services that may be of interest to you, including notification of important product issues and updates. You may opt out of receiving these communications as indicated below. Additionally, we may still send you relationship or transactional messages in order to notify you of important product issues and updates, such as for the renewal of existing subscription services, to resolve specific questions or requests made by you via phone, fax, email, or the Web and in response to any activity completed on any of the Sites, including but not limited to, registration, ordering, downloads, and requests for information. Each email we send will contain instructions on how to unsubscribe in the event that you do not wish to receive future promotional emails from Act!. Please allow 10 business days to be removed from the promotional email list. If you receive email through the Act! emarketing system and wish to opt-out, simply click the "Leave this list" link in the footer of the email.

Third-party email promotions.

If you access and/or use any third party services from a link on the Sites, a Partner co-branded site or by any other means, any information you reveal in connection with such service is submitted to that third party and is not subject to this Privacy Policy. You should consult the privacy policy of the third-party site with respect to its treatment of any information that you may reveal in connection with such service.

Data Integrity & Security

Act! has implemented and will maintain technical, administrative, and physical measures that are reasonably designed to help protect personal data from unauthorized processing such as unauthorized access, disclosure, alteration, or destruction.

Access & Review

If you are a data subject about whom we store personal data, you may have a right to request access to, and the opportunity to update, correct, or delete, such personal data. To submit such requests or raise any other questions, please contact us by one of the contact methods listed in the "Act! Contact Information" section below.

EU-U.S. Privacy Shield Frameworks

With respect to personal data processed in the scope of this policy, Act! participates in the EU-U.S. Privacy Shield Framework (the "Privacy Shield") as adopted and set forth by the U.S. Department of Commerce regarding the processing of personal data transferred from the European Union and the United Kingdom to the United States in reliance on Privacy Shield. Although Act! no longer relies on the Privacy Shield as a transfer mechanism to legitimize transfers of personal data from the EU or the UK, we commit to adhere to, and have certified to the Department of Commerce that we adhere to, the Privacy Shield Principles with respect to EU and UK personal data that has been transmitted to, processed and retained by Act! pursuant to the Privacy Shield framework.

To learn more about the Privacy Shield, and to view Act!'s certification, please visit <https://www.privacyshield.gov> and <https://www.privacyshield.gov/list>, respectively.

California residents should please take note that the relevant provisions of California Consumer Privacy Act ("CCPA") do not currently apply to personal information that we collect and process for our own business purposes in relation to our customers' employees or representatives who are residents of California.

Revoking or Limiting Consent and Opting Out

With respect to personal data transferred in reliance on the Privacy Shield, you may also have the right to opt out of having your personal data shared with third parties, and you may revoke your consent that you have previously provided for us to share your personal data with third parties, except as required by law. You also have the right to opt out if your personal data is used for any purpose that is materially different from, but nevertheless compatible with the purpose(s) for which it was originally collected or subsequently authorized by you. To do this, you may send your request to by contacting us using the information in the Act! Contact Information section of this privacy policy.

Dispute Resolution

Where a privacy complaint or dispute cannot be resolved through our internal processes, Act! has agreed to participate in the [VeraSafe Privacy Shield Dispute Resolution Procedure](#). Subject to the terms of the VeraSafe Privacy Shield Dispute Resolution Procedure, VeraSafe will provide appropriate recourse free of charge to you. To file a complaint with VeraSafe and participate in the VeraSafe Privacy Shield Dispute Resolution Procedure, please submit the required information here: <https://www.verasafe.com/privacy-services/dispute-resolution/submit-dispute/>

#### Binding Arbitration

If your dispute or complaint can't be resolved by us, nor through the dispute resolution program established by VeraSafe, you may have the right to require that we enter into binding arbitration with you pursuant to the Privacy Shield's Recourse, Enforcement and Liability Principle and Annex I of the Privacy Shield.

#### Regulatory Oversight

Act! is subject to the investigatory and enforcement powers of the United States Federal Trade Commission.

#### Website Traffic

The Act! website uses analytics software to monitor traffic, but not personally identifiable information.

#### Updating Your Information

Business and/or user information for customers in North America and Latin America can be updated at any time by emailing Act! at [legal@act.com](mailto:legal@act.com).

#### Changes to Policy

Changes to the Act! privacy policy will always be available at [act.com](http://act.com) and can be viewed at any time. Questions relating to this policy can be sent to [legal@act.com](mailto:legal@act.com) or you can call [866-873-2006](tel:866-873-2006).

#### Act! Contact Information:

You can contact Act! by calling [866-873-2006](tel:866-873-2006) or by emailing [legal@act.com](mailto:legal@act.com).

#### Contact Information:

Act! LLC

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