

TechniPhi Privacy Policy

Section 1.01 The privacy policy described in this document describes how TechniPhi and its Affiliates (collectively, “TechniPhi”) will use Your Personal Information and the information that you input about others that is collected via ChapterBuilder and the other Services provided by TechniPhi, as part of your use of the Software as a Service pursuant to this Agreement. This policy may be supplemented with additional privacy terms or with additional privacy notices in connection with certain features of the Services, and in connection with privacy agreements made between TechniPhi and individuals who use the Software as Service, you, including your employees, affiliates and third parties. It is understood that you are using the Services under a distinct user name and password that required you to accept a click through license that requires you to accept TechniPhi’s then current Privacy Policy terms. This privacy policy does not apply to websites, applications or mobile platforms that are not linked to this privacy policy or to those operated by third parties. TechniPhi encourages You to review the privacy policies posted on those websites, applications and mobile platforms.

Section 1.02 Collection of Information. TechniPhi collects information from You in two ways: directly from Your input (including the input of Your individual employee and member Users and others in your User’s Group) and automatically through the Services’ technologies. Additionally, TechniPhi Collects information from Third Parties and From other Users. Unless otherwise provided or granted by TechniPhi, You will neither own, nor be given access to any of this information collected from such Third parties and Other Users.

Section 1.03 The types of information TechniPhi collects directly from You may include the following as well as any other information type that TechniPhi expressly asks You to enter and submit to the Service:

- (a) Contact information, such as Your name, email address, and telephone number, and those of Your Members, employees and affiliates;
- (b) User names and passwords;
- (c) Payment information, such as a credit or debit card number;
- (d) Educational and employment background;
- (e) Comments and feedback;
- (f) Interests and communication preferences.
- (g) Information about you and your organization's members, employees and affiliates

Section 1.04 TechniPhi automatically collects certain information regarding Your use of the Services. Examples of such Automatically Collected Information include:

- (a) Internet Protocol ("IP") address used to connect Your computer to the Internet;
- (b) Computer, device and connection information, such as browser type and version, operating system, mobile platform and unique device identifier ("UDID") and other technical identifiers;
- (c) Uniform Resource Locator ("URL") click stream data, including date and time, and Location information for location-aware Services to provide You with more relevant content for where You are in the world.

Section 1.05 TechniPhi may use and disclose automatically collected information for any purpose, except where TechniPhi is restricted by applicable law. If TechniPhi combines any automatically collected information with personal information, the combined information will be treated by us as Personal Information.

Section 1.06 TechniPhi may also use aggregated information for any purpose, however, this information does not identify specific individuals and so is not Personal Information.

Section 1.07 TechniPhi may use any Third party Information for any proper purpose consistent with any Privacy agreement between TechniPhi and the Third party

Section 1.08 Cookies and Web Beacons. TechniPhi may also automatically collect information through the use of cookies or similar technologies, such as web beacons. Cookies are small text files that a website sends to the browser on Your computer or mobile device when You first visit a web page so that the website can recognize Your device the next time You visit. Most websites typically use the following:

- (a) “Session” cookies, which are temporary and deleted when You close Your browser;
- (b) “Persistent” cookies, which remain until You delete them or they expire;
- (c) Web beacons, which are electronic images also known as single-pixel gifs.

Section 1.09 In general, cookies, web beacons and similar technologies do not contain personally identifiable information, but when You furnish Your Personal Information through the Service, this information may be linked to the non-personally identifiable data stored in cookies sent to Your browser from the Service.

Section 1.10 TechniPhi and its service providers use these technologies for various purposes, including: facilitating the login process, administering, customizing and improving the Service, personalizing the browsing experience; and surveys, reporting and paying royalties and license fees to third-party providers, such as authors, societies and other copyright holders and content distributors as well as tracking and analyzing Users preferences and trends.

Section 1.11 TechniPhi’s HTML-formatted emails may contain a web beacon to tell us whether our emails are opened and verify any clicks through to links or advertisements within the email. TechniPhi may use this information for purposes including determining which of its emails are more interesting to Users, to query whether Users who do not open such emails wish to continue receiving them and to inform advertisers in aggregate how many Users have clicked on their advertisements.

Section 1.12 Use of Your Personal Information. TechniPhi agrees not to share your Personal Information with other users, groups, and third parties without your permission to do so. Nonetheless, TechniPhi has the right to use Your Personal Information collected through the Service to complete various actions:

- (a) to assist You in completing a transaction or order;
- (b) to provide and improve service and support;
- (c) to update You on relevant new Services and benefits;
- (d) to personalize the Service and to select content to be communicated to You or to use features of the Services such as sharing content with a friend or colleague;

- (e) to contact You regarding our products or Services or other products and services from third parties;
- (f) to invite You to participate in surveys, sweepstakes, competitions and similar promotions;
- (g) for data analysis, audits, developing new products, enhancing the Service, identifying usage trends and determining the effectiveness of our promotional campaigns, or in other ways to which You have expressly agreed in a customer Agreement with us;
- (h) to prevent and detect security threats, fraud or other malicious activity; and
- (i) to comply with our legal obligations, resolve disputes, and enforce our Agreements.
- (j) to educate others within Your industry and to help TechniPhi provide consulting advice to others;
- (k) to report on industry trends to the public and
- (l) such other uses as are permitted by either You or the individual providing the information now and in the future

Section 1.13 Restrictions on Use of the Services.

- (a) You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. You also are responsible for the accuracy, appropriateness, and lawfulness of the content of all materials and information that are input by You, and shall indemnify and hold TechniPhi harmless from all damages, liability and causes of action that may arise from such inaccurate, inappropriate and unlawful materials and information
- (b) You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any personal or professional purposes outside of the business of your Organization, and in particular your organization's business pursuits in the area of managing the organization's relationship with potential new members. Any use other than that by you or any other user is expressly prohibited
- (c) In addition to any other rights afforded to TechniPhi under the Agreement, TechniPhi reserves the right to remove or disable access to any material that violates the foregoing restrictions. TechniPhi shall have no liability to You in the event that TechniPhi takes such action.

- (d) You agree to defend and indemnify TechniPhi against any claim arising out of a violation of Your obligations under this Article.

Section 1.14

You may not:

- (a) remove or modify any program markings or any notice of TechniPhi's or its licensors' proprietary rights;
- (b) make the programs or materials resulting from the Services available in any manner to any party outside your organization for any purpose, or to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the Services You have acquired);
- (c) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to TechniPhi;
- (d) disclose results of any Services or program benchmark tests without TechniPhi's prior written consent;
- (e) share with anyone outside you User Group any Third Party Information, TechniPhi Originated or TechniPhi Aggregated Information, Reports, Opinions or Insights, such as (but not limited to) dashboard information and information relating to industry or organization trends; and
- (f) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, TechniPhi programs or materials available, to any third party other than, as expressly permitted under the terms of the Agreement.

Section 1.15 TechniPhi may, on occasion, also match or combine the Personal Information that You provide with information that TechniPhi obtains from other sources or that is already in TechniPhi's records, whether collected online or offline or by predecessor or affiliated group companies, for the purposes described above.

Section 1.16 Sharing or Disclosing Your Personal Information. TechniPhi shares Your Personal Information in the following ways:

- (a) Service Providers. Your Personal Information may be accessible to TechniPhi's service providers and suppliers, which assist TechniPhi with producing and delivering its products and services, operating its business, and marketing, promotion and communications. These providers and suppliers include, for example, editors, reviewers, credit card processors, customer support, email service providers, IT service providers and shipping agents.

- (b) Other Third Parties: TechniPhi may share Personal Information with other third parties if TechniPhi expressly told You about such potential disclosure at the point at which You submitted the Information to TechniPhi.
- (c) Compliance with Law and Similar Obligations. TechniPhi may share Personal Information in order to: (I) respond to or comply with any law, regulation, subpoena or court order; (ii) investigate and help prevent security threats, fraud or other malicious activity; (iii) enforce and protect the rights and properties of TechniPhi or its affiliates; or (iv) protect the rights or personal safety of TechniPhi's employees and third parties on or using our property.
- (d) Change in Corporate Circumstances. If TechniPhi, Chapter Builder, the Service or a related asset or line of business is acquired by, transferred to or merged with another company, Your Personal Information may be disclosed to the prospective or actual purchasers.

Section 1.17 TechniPhi also may provide access to social media features, message boards, chat, forums, blogs, profile pages and other services to which You are able to post Personal Information and materials. Any information You post or disclose through these services is public. Please be careful when disclosing Personal Information in these public areas.

Section 1.18 Children's Privacy. We do not knowingly collect information from children under the age of 13 and TechniPhi does not target its websites to children under 13.

Section 1.19 Access to and Accuracy of Your Personal Information. You may request access to Personal Information about You that You have provided to TechniPhi through the websites or mobile platforms governed by this policy. You may also request to review and correct any of that personal information. Additional rights may also apply under applicable laws.

Section 1.20 The Service may allow registered Users to access their registration information and make corrections or updates. The accuracy of such information is solely the responsibility of the Users. No access is given to other data that may have been collected about Users.

Section 1.21 To protect Your privacy and security, TechniPhi will also take reasonable steps to verify Your identity.

Section 1.22 Data Security. TechniPhi uses a variety of data security measures intended to ensure the confidentiality and integrity of Your Personal Information.

Section 1.23 TechniPhi has the right to make changes to its privacy Policies set forth in this section by notifying You, and getting Your agreement to make the changes, which will usually be accomplished through a click through acknowledgment and/or agreement mechanism.