

## Privacy Policy

Thank you for visiting the website (“Website”) of I-Comm Connect LLC (“we,” “us” or “our”). This privacy policy (“Privacy Policy”) describes how we collect, use, and protect any information you provide to us. Our Terms of Use, as described in the Company’s Subscription, available under ‘DOCUMENTS’ at [www.icommconnect.com](http://www.icommconnect.com), describe the terms and conditions governing your access to and use of the Website and are incorporated into this Privacy Policy by reference. Your use of the Website constitutes your consent to be legally bound by the terms and conditions of this Privacy Policy and those set forth in the Subscription. If you do not agree to the terms of this Privacy Policy, please do not use the Website or provide any information to us.

### **1. The Information We Collect.**

In order to use the Website and to purchase products and services, you will need to create an account. To set up an account, you expressly consent to our collection of several types of personally identifiable information (“PII”). We may also collect certain non-personally identifiable, indirect and/or aggregate information as a result of your use of, and interaction with, the Website (collectively, “Other Information”).

### **2. Personally Identifiable Information.**

When you create your account, we may ask you to provide PII. Such information may include any or all of the following: (i) name; (ii) email address; (iii) mailing address; (iv) telephone number; (v) checking/bank account information and other financial information; and (vi) other PII as necessary to complete the activity or transaction you are requesting.

You may choose not to provide any PII that we ask for. However, if you choose not to provide the PII that we ask for, it is possible that you may not be able to participate in or complete particular activities or transactions available via the Website, or utilize the full functionality of the Website.

### **3. Other Information.**

We may use certain standard web measurement and tracking technologies such as “cookies” or other statistics programs to collect Other Information and track and record how you use the Website. This data is anonymous and does not personally identify you. Other Information helps us measure the success of the Website and its features or pages and to improve your online experience. Your browser may have an option that allows you to accept cookies, reject cookies, or receive notification when a cookie is sent, but you should note that rejecting cookies may limit your use of the Website. In addition, we may utilize web beacons to recognize you when you visit the Website. We may also use other technologies, currently available or which may become available in the future, to provide us with other important anonymous information regarding the use of our Website.

### **4. Our Use of Information Collected.**

We use your information for only the following business purposes: (i) to provide the services or products you request; (ii) to respond to inquiries we receive from you or in connection with a transaction you initiate; (iii) to analyze, manage and improve the Website; (iv) to notify you of special offers and other services and products that we believe may be of interest to you or to send you mailings; (v) to provide you with advertisements about goods and services that may be of

interest to you; and (vi) for any other specific business purpose stated at the time you provide your information.

You expressly authorize us to share your PII with any third parties retained or utilized by us to the extent necessary to perform any of the business purposes listed above. Please also note that in connection with certain requests, you may be transferred to a different website, which has a different privacy policy. Please review this privacy policy before using that website. If you do not want to be contacted for these purposes or if you would like to obtain a copy of the PII gathered by this Website or correct or delete such information from our database, you can always send us an e-mail at [info@icommconnect.com](mailto:info@icommconnect.com) with your concern or question.

If you voluntarily disclose PII, photographs or other personal information on one of our message boards or any other community forum we now offer or may offer in the future, such information may be collected and used by others and may result in unsolicited messages or communications from other parties. We have no control over this type of use of your PII and are not responsible for it.

#### **5. Mobile Devices.**

From time to time, we may offer certain mobile applications for download. We will use commercially reasonable efforts, given the limitations imposed upon us by third party platform providers (e.g., Apple Inc. and Google, Inc.), to clearly disclose what, if any PII or Other Information is collected by each particular application, how it is used, and with whom it is shared. In the event that it is not commercially feasible for us to provide this explanation, for example if you download the application directly via your mobile device without visiting any Internet website where we could publish such explanation, this Privacy Policy shall govern any information collected by us as a result of your use of the application.

Please be aware that certain information collection and tracking practices are not within our control (e.g., tracking by third party platform providers or telecommunications carriers). We cannot and are not responsible for the actions of such third parties. You should read and understand all policies of any third party platform provider, telecommunication carrier or other applicable third party prior to downloading any mobile application.

#### **6. Text Messaging.**

From time to time, we may run certain offers or campaigns that provide you with the ability to send a text message to a specific short code and provide you with an opportunity to opt-in to receive future text messages. Your opt-in request provides us with your mobile phone number. If you choose to opt-in, you agree that we may, from time to time, send messages to the mobile device associated with that number about new products, promotions, services or offers. Although there is no fee associated with this service, your telecommunications carrier may charge you for each message you receive in accordance with your calling plan. You agree that we are not responsible in any way for such charges. If you do not wish to continue to receive any messages via your mobile device, you may opt-out at any time via the procedures provided in our text messages. Failure to opt-out after you have previously provided an opt-in constitutes your consent to continue to receive these messages until you elect to opt-out and your release of us from any telecommunications carrier charges associated with such messages.

## **7. Disclosure of Your Information to Third Parties.**

We may disclose the information we collect from and about you (including but not limited to PII): (i) when we have reason to believe that such disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with our rights or property, customers or other users of the Website, or anyone else who could be harmed by such activities, or is appropriate or necessary to enforce the Terms of Use, take precautions against liability, investigate and defend against any third-party claims or allegations, and/or protect the security or integrity of the Website; (ii) to respond to judicial process and provide information to law enforcement agencies in connection with an investigation on matters related to public safety, as permitted by law, or otherwise as required by law, or in the good-faith belief that such action is necessary to comply with state and federal laws; (iii) to our business partners for research, analytical and marketing purposes, and/or to our affiliated companies, or other businesses or persons for the purpose of processing any request or transaction on your behalf; or (iv) otherwise with your consent. We may sell or buy other businesses or entities and, in such case, we may transfer or assign the information we have collected as part of such merger, acquisition, sale, or other change of control. In such transactions, your PII may be included in the transferred business assets. Also, in the event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, we may not be able to control how your PII is treated, transferred, or used and your PII may be included in the transferred assets. We may use your Other Information to identify and develop products and services that may be of interest to you and/or share this information with certain third parties for marketing purposes with respect to special offers, products, services, programs, promotions, surveys, publications, invitations or other opportunities that may be of interest to you. Except as set forth above, we will not share any of your PII with any third party, unless we have received your express permission to do so.

## **8. Links to Third-Party Websites.**

Our Website may contain links to other websites, which have privacy policies that differ from ours. We are not responsible for the collection, use or disclosure of information collected through third-party websites and expressly disclaim any liability related to such collection, use or disclosure. We are also not responsible for any information or content contained on such websites. Links to other websites are provided solely as a convenience. Your browsing, use and interaction on any other websites, including websites which have a link to the Website, are subject to that website's own rules and policies. Accordingly, you should review the privacy policy posted on any website that you may access through, or which links to the Website.

## **9. Security.**

We take precautions and have implemented certain technical measures intended to protect against unauthorized access to, disclosure of, and unlawful interception of PII submitted via the Website. However, your communications containing PII may be unlawfully intercepted or accessed by third parties and/or the Website may be subject to network attacks or malfunctions. We cannot and do not guarantee the security of any information transmitted over the Internet. Once we receive your PII, we take steps that we believe are reasonable to limit access to your PII to only those employees and service providers whom we determine need access to the PII to provide the requested products, services, offers or opportunities that may be of interest to you or that you have ordered. However, even after we receive your PII, we cannot and do not guarantee that your PII will not be accessed, disclosed, altered, or destroyed as a result of a breach of our security efforts or as a result of any

other event beyond our reasonable control. Accordingly, we cannot and do not guarantee that your PII or any other information is completely secure and safe from any risk.

**10. Foreign Users**

By using the Website, you agree and acknowledge that the Website is hosted in the United States. If you have accessed the Website from a physical location outside of the United States and submitted PII, please be advised that you are transferring your PII to the United States and you consent to (i) such transfer, (ii) the application of the laws of the United States and/or the State of Maine with respect to any dispute arising from or related to the Privacy Policy and/or your use of the Website, other than such rules, regulations, case law, and/or international treaties that would result in the application of the laws of a jurisdiction other than the United States or the State of Maine, and (iii) the exclusive jurisdiction of the courts of the State of Maine and the federal courts sitting in Portland, Maine. Any claim or dispute between you and us that arises in whole or in part from your use of the Website or in connection with this Privacy Policy shall be decided exclusively by a court of competent jurisdiction located in Portland, Maine, United States of America. Each party hereby submits to exclusive jurisdiction and venue in such courts and waives any objection based on inconvenient forum.

**11. Amendments to the Privacy Policy.**

From time to time, we may revise the Privacy Policy. Your use of the Website following the posting of any revised Privacy Policy shall be deemed acceptance of the revised policy, so we recommend that you check the Privacy Policy periodically. If you disagree with the terms of the Privacy Policy at any time, your sole remedy is to terminate your use of the Website. Continued use of the Website constitutes your agreement to any Privacy Policy as in effect.

**12. Ability to Accept Terms.**

You affirm that you are at least 18 years of age, and are fully able and competent to enter into and accept the terms set forth in this Privacy Policy. If you are agreeing to this Privacy Policy on behalf of an entity and its directors, officers, employees and other personnel (collectively, "Personnel"), you hereby represent, warrant and covenant that you are authorized to accept this Privacy Policy on behalf of such entity and its Personnel.

**13. Severability.**

If any part of the Privacy Policy is determined to be invalid or unenforceable pursuant to court order or applicable law, the parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law.