

# Privacy Policy

## Syn-Apps Privacy Policy

Syn-Apps LLC is a leader in emergency mass notification software and IP Paging software. We develop software sold by Channel Resellers and OEM Partners. We are committed to the privacy of our customers, channel partners, OEM customers, website visitors, and users of our applications, products, and services, including OEM products. This privacy policy ("Privacy Policy") discloses what information is gathered about visitors to our website ("Website") and users of our applications, products and services (collectively the "Service(s)"), however accessed, and how that information is used. Syn-Apps owns and operates the Website and Services, and we use the personal information we receive from them as described below. By using the Website and/or Services or sharing your information with us, you consent to and accept the privacy practices described in this Privacy Policy.

## Website Terms of Use

### WHY DO WE COLLECT INFORMATION?

The information we may collect when you visit our website or use of our products and services is designed to help Syn-Apps serve you better. We are continually looking for ways to improve customer satisfaction. In general, we collect information to help us in our marketing efforts, better understand user behavior, and to improve Syn-Apps' products and services.

## INFORMATION WE MAY COLLECT

The type of information we may collect may be different for each person and depends on whether you are simply visiting our website, signing up to receive notifications, inquiring about becoming a customer or partner, placing an order, requesting technical support, responding to a satisfaction survey, or using Syn-Apps products. We may collect information such as your name, company or organization name, address, business e-mail address, and phone number when you submit a form on the website, purchase or demo our products, or provide such information to one of our Syn-Apps representatives over the phone.

## COMMUNICATION INFORMATION PRACTICES

Syn-Apps is committed to protecting your personal privacy as you browse our website, visit our office, talk with us via phone or email. Accordingly, this Privacy Policy informs you how we collect and use your information on our Website and through our Services.

## SYN-APPS AS CONTROLLER OR PROCESSOR

We obtain and process personal information in different capacities. When you provide us with your information through our website, phone call, email correspondence, or in-person, we serve as a data controller and we determine how personal data will be utilized, in accordance with this Privacy Policy. When we process personal information provided by customers using our Services ("Clients"), we are a data processor, and we only process such information on behalf and on the instruction of our Clients, who are data controllers. Our Clients are responsible for providing the relevant individuals with the necessary information with respect to the use of the individuals' personal information and obtaining all necessary permissions. Syn-Apps is not responsible for our Clients' processing and use of your information in our Services.

## WEBSITE BROWSING

When you visit our Website, we gather information about your activities that does not personally identify you, such as page requests (URL requests), time of your visit, operating system, web browser software, any cookies which were set during a previous visit to our site, and location information from your IP address or GPS location. We use this information to improve your overall experience. IP address information is not distributed to third parties. See the Location Services section below to learn how Syn-Apps Services may use your geolocation.

We do not intentionally collect personal information from anyone we know to be under eighteen (18) years of age. If you provide us with your information, you represent and warrant that: (i) you are eighteen (18) years of age or older; or, (ii) if you are providing information for a child under eighteen (18) years of age for the purpose of receiving notifications, you are the parent or legal guardian of such child; you are over eighteen (18) years of age; and that you are legally authorized to provide information for such child to be contacted through the Services.

This type of collection is common for most commercial websites. We may also use non-personal information collected when you visit our websites or use our Services to help improve the Services, obtain market research information, or better understand our Initiators and Subscribers. **We do not sell, rent or lease this non-personal information to third parties.**

On website pages that collect personal information, we specifically indicate the type of information that is required in order to provide you with the information, product, or service you have requested. When you request a product trial or demonstration, communicate with our sales or support team, or request to receive notifications from us, we need to collect contact information, such as your email address, physical address, and phone number(s). Personal information will be used to address the Services you have requested. **Except as otherwise disclosed in this Privacy Policy, we will never disclose your identifiable information to a third party without your consent.**

Occasionally, we may ask you to complete optional surveys. The data from these surveys will be used to improve and enhance our products and services to meet your needs. We may also use contact data from these surveys to send you information about new products and services from our company and/or promotional information from our channel partners or technology partners. See the Submissions section below to learn how Syn-Apps may use information collected from website forms or survey submissions.

## SUBMISSIONS

Except where expressly provided otherwise by Syn-Apps, all comments, feedback, information or materials submitted to Syn-Apps through or in association with this website and our Services ("Submissions") shall be considered non-confidential and Syn-Apps property. By providing such Submissions to Syn-Apps, you agree to assign to Syn-Apps, at no charge, all worldwide rights, title and interest in copyrights and other intellectual property rights to the Submissions. Syn-Apps shall be free to use and/or disseminate such Submissions on an unrestricted basis for any purpose. You acknowledge that you are responsible for the Submissions that you provide, and that you, not Syn-Apps, have full

responsibility for the Submissions, including their legality, reliability, appropriateness, originality and copyright.

## HOW DO WE USE YOUR INFORMATION?

The information you provide to us is primarily used to help us better serve you. We also use that information to contact you about products, services, or other information you requested. We may also use your personal information to share important information about products or services that you are using, including security risks and product updates. Additionally, we may send you information about new products and services or upcoming events that may be of relevant interest to you. If you wish to be removed from our marketing communications list, we will provide an opt-out URL or you can notify us by e-mailing [marketing@syn-apps.com](mailto:marketing@syn-apps.com) or mailing us at the respective addresses provided below. Please share your name and address(es) that you would like removed for those communications. In general, Syn-Apps and its service providers process information within the United States. Your information may be processed in countries other than your country of residence and may be transferred to and processed within the United States. As noted above, when we are a data processor, we will only process information in accordance with the instructions of our Clients.

## WHO DO WE SHARE YOUR INFORMATION WITH?

Our policy is to maintain the confidentiality of all personally identifiable information except in cases when the law requires disclosure or when we have your permission to disclose your information. Information may be exchanged among our affiliates and service providers as needed for business purposes, such as account administration, customer service, transaction processing, consumer reporting, processing and delivery of account statements, research and analysis, and delivery of our Services. We may also share information in order to protect the interests of individuals or in connection with a sale of our business or a merger or acquisition. Personally identifiable information may be displayed to our Customers through the normal use of any of the Services. We will use contractual or other measures to require Customers and service providers to maintain a level of privacy protection comparable to our own practices.

We will disclose personally identifiable information to government officials and law enforcement agencies when it is required by law (e.g., in compliance with a subpoena or court order), or if we believe in good faith that such action is appropriate and necessary to protect and defend the rights of Syn-Apps, or to protect the safety of Syn-Apps users and the general public. Because of the uncertain regulatory environment associated with privacy issues, we may also be forced to disclose personally identifiable and other information to the U.S. government. In some instances, your use of certain Services will

include your consent to disclose your information to one of our Customers; please review the additional terms applicable to our various Services to determine how your consent is obtained.

For requests from law enforcement agencies outside the U.S., with the exception of emergency circumstances (defined in the Electronic Communications Privacy Act 1986, as amended), Syn-Apps will only provide content in response to a search warrant issued pursuant to the Mutual Legal Assistance Treaty process or through other cooperative efforts with the United States Department of Justice.

Our policy is to notify people who use our Services of requests for their information prior to disclosure unless we are prohibited by law from doing so or in exceptional circumstances, such as emergencies. We will provide delayed notice upon expiration of a specific non-disclosure period in a court order and where we have a good faith belief that exceptional circumstances no longer exist and we are not otherwise prohibited by law from doing so. Law enforcement officials who believe that notification would jeopardize an investigation should obtain an appropriate court order or other appropriate process establishing that notice is prohibited.

Please note that your information may be processed in countries other than your country of residence and may be transferred to, processed in, or shared within the United States, countries of the European Union, or elsewhere.

## HOW LONG WE RETAIN YOUR INFORMATION?

The length of time we keep your information depends on the purpose for which we collected that information and how it is used or being used. We will not keep your personal information for longer than necessary for our business purposes and as required by our information technology systems or to meet legal requirements.

## HOW DO WE USE COOKIES?

Like most websites, Syn-Apps' website uses cookies to collect IP addresses in order to better facilitate the Services provided to you and to collect non-personal aggregate data for marketing purposes.

Cookies are pieces of data that a website can send to your browser, which are then stored on your system. Cookies do not store personally identifiable information or any sensitive information. Syn-Apps' website does not read any information stored in cookies given to you from other websites that you've visited, except in cases where the other website is a

provider of information or functionality within our website and that cookie is necessary to make our website function correctly.

## GOOGLE ANALYTICS

We use Google Analytics to collect information about use of our website across various devices and browsers. We also utilize Google Analytics' Remarketing and Google AdWords tools for marketing and advertising purposes. Google's Remarketing tool allows Syn-Apps to provide relevant advertising on third-party websites if you have visited our Website, however accessed, but does not personally or directly identify you. Google AdWords allows us to manage our advertising and collect information about your visit to our Website. Visitors can opt-out of Google Analytics for Display Advertising and customize Google Display Network ads using their Ad Settings. You can opt out of Google Analytics without affecting how you visit our Website. For more information on opting out of being tracked by Google Analytics, visit this [Google page](#).

## LINKS AND THIRD-PARTY PUBLICATIONS

Please be assured that our website is secure and we strive to ensure that any information you send us is safe. This website may contain links to websites controlled by parties other than Syn-Apps. When you leave this website and go to another linked site, we are not responsible for the content or availability of the linked site. Syn-Apps is not responsible for and does not endorse or accept any responsibility for the contents or use of these third-party websites. Syn-Apps is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Syn-Apps of the linked website. It is your responsibility to take precautions to ensure that whatever you select for your use is free of viruses or other items of a destructive nature. Syn-Apps has not co-authored, ratified, endorsed or adopted the information contained in any publications referenced on this website or any statistics published by third parties by publishing them on this website.

## CONTROL OVER AND ACCESS TO YOUR INFORMATION

Syn-Apps enables you to have control over the accuracy of your personal information. You can delete or change your personal information with us at any time by contacting us via a method described under "Contact Us" below. More specifically, for EU and Swiss users of our Website and Services, you have the right, when Syn-Apps is serving as the data controller, to contact Syn-Apps to request access to and rectification or erasure of your personal data Syn-Apps controls. You also have a right to restrict and object to the processing of your personal data and the right to transmit your personal data to another controller. You also have the right to file a complaint relating to the handling of your

personal data. When Syn-Apps is acting as a processor, these requests should be made to the data controller, Syn-Apps' Client, and if they are made to Syn-Apps instead, we will refer them to the data controller for handling.

## DO NOT TRACK

Third-parties may collect information about you across different websites, including our website. We do not currently utilize the capability to respond to web browser do-not-track signals or other mechanisms that provide you with the ability to exercise choice regarding the collection of this information.

## SOCIAL MEDIA TERMS OF USE

Social media engagement makes Syn-Apps a better company by allowing us to engage in conversation with customers, Initiators, Recipients and other members of the community, as well as offer them valuable information and resources. Syn-Apps reserves the right to moderate comments in accordance with Syn-Apps policies. All social media comments and messages exchanged with Syn-Apps are public record. Our designated response times for comments on any social media platform are between Monday through Friday, 9 a.m. and 5 p.m. United States Pacific Time Zone, excluding holidays.

Syn-Apps is not responsible for any content posted by visitors, including posts made by employees or individuals who are not authorized administrators of our sites. Content posted by visitors does not necessarily represent the views or positions of Syn-Apps.

Syn-Apps expects all conversation on our social media channels to follow the rules of polite discourse. We ask all commenters to respect the thoughts, ideas and beliefs of each other and our team members. It is important that all participants treat each other with respect. Comments will be monitored and may be subject to removal for any reason in Syn-Apps' sole discretion. Syn-Apps may also remove comments if they meet any of the following qualities: advocating illegal activities; threats of physical harm; language that is obscene or abusive; discriminatory language on the basis of race, gender, ethnicity, nationality, sexual orientation, disability, age, religion, gender identity or expression; or promoting products or services. Comments that are clearly spam or stray from the designated topic may also be subject to removal. Syn-Apps may also remove comments that contain Services requests, so that these may be responded to on a one-on-one basis in lieu of a public response.

Syn-Apps respects the intellectual property of others, and we ask visitors of our social media sites to do the same. For any content you post on Syn-Apps social media sites, you authorize that it is your own original work or that you have all the rights to any third party

content contained in such post. Visitors to our social media sites grant non-exclusive, irrevocable, royalty-free license to the rest of the world for their submissions to Syn-Apps, whether on a social media site or otherwise, and any such submissions may be used, re-used, re-printed, or transmitted in any format and on any media, by Syn-Apps. If you believe your work has been copied in a way that constitutes IP infringement, please contact us.

## FOR EUROPEAN UNION AND SWISS USERS

Any personal information provided to or gathered by the Website or Services is controlled by Syn-Apps and is collected, used, and shared in accordance with this Privacy Policy. Syn-Apps stores personal information in the United States. We participate in the EU-US and Swiss-US Privacy Shield Frameworks regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States, respectively. Accordingly, we have certified with the Department of Commerce that we adhere to Privacy Shield Principles. For more information about the PrivacyShield Principles, visit <https://www.privacyshield.gov/welcome>.

Under the Privacy Shield Frameworks, Syn-Apps is responsible for the processing of personal data it receives as well as any such data that it provides to its third party service providers and/or agents. Any personal information received under the Privacy Shield that we transfer to a third party must also comply with our Privacy Shield obligations, and we will be liable under the Privacy Shield for any failure to do so by the third party unless we prove that we are not responsible for the event giving rise to the damage. Syn-Apps is subject to the regulatory enforcement powers of the United States Federal Trade Commission. As such, we may be required to disclose personal information that we handle under the Privacy Shield in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

If EU or Swiss individuals would like to contact us about the handling of your personal data under the Privacy Shield or have a complaint, please contact us through a method below. We are committed to resolving complaints about your privacy and our collection or use of your personal data under the Privacy Shield. We will respond to your inquiry within thirty days. If we fail to respond or cannot resolve your privacy complaint under the Privacy Shield Principles, we have committed to an independent dispute resolution mechanism. Syn-Apps has registered with JAMS to provide independent, third-party dispute resolution at no cost to the complaining party. Please visit <https://www.jamsadr.com/eu-us-privacy-shield> to learn more about this process. Finally, if neither Syn-Apps nor JAMS can resolve your complaint, you may invoke binding arbitration before the Privacy Shield Panel. To see our Privacy Shield registration, visit [www.privacyshield.gov](http://www.privacyshield.gov).

# Service / Applications / Platforms Terms and Use

## LOCATION SERVICES

Syn-Apps Services may use location services on your mobile device to collect and use location data, including the real-time geographic location of your device. If you consent to the Service's utilization of location services, your device may use GPS, Bluetooth, and your IP Address, along with Wi-Fi and cell tower locations, and other technologies to determine the approximate geographic location of your device.

This location data is utilized by your organization to send notifications to your mobile device, contingent on whether you are located inside or outside of their specified geofence boundary. We do not maintain a history of the location of a device, only where your device is at any given moment. Should you choose to disable location services, the notifications you receive from your organization will not be geo-targeted and we will not be enabled to collect your device location should you choose to use the Request Assistance button within the mobile application.

## WEATHER ALERT TERMS

Official Watches, Warnings, Advisories and Bulletins communicated to Recipients are authored by the National Weather Service ("NWS") or related government agencies. The authoring agency is solely responsible for the content and accuracy of the information contained in the Weather Services. IN NO WAY WILL SYN-APPS OR ANY OF SYN-APPS'S CUSTOMERS BE HELD LIABLE FOR INCOMPLETE OR INACCURATE INFORMATION CONTAINED IN ANY OF THE RETRANSMITTED INFORMATION. THE WEATHER SERVICES AND THEIR AFFILIATED SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY – USE IS AT YOUR OWN RISK! RECIPIENTS AND THIRD PARTIES ARE SOLEY RESPONSIBLE FOR ACTIONS OR OMISSIONS RESULTING IN THE LOSS OF LIFE OR PROPERTY.

## MOBILE APPLICATION TERMS OF USE

All of Syn-Apps' Mobile Applications (each an "App" and collectively, the "Apps") may only be used by individuals aged 13 years or older. In the event you are older than 13, but are not legally considered an adult, you are requested to have your parent or legal guardian review these Mobile Applications Terms of Use with you to make sure you understand your agreements under the Terms.

All Apps and all graphics, services, logos, sounds, images, software, and intellectual property therein (the "App Materials") are owned and provided by Syn-Apps or its affiliates, authors, developers and vendors, and may not be copied, reproduced, distributed,

republished, transmitted, downloaded, photocopied, recorded or otherwise transferred or duplicated without the express permission of Syn-Apps. Using any App does not give you the right to use any of the App Materials, trade names, trademarks, service marks, logos or other brand features except in association with your personal use of the App in accordance with the Terms.

All Apps are designed for informational, non-commercial purposes only; the Apps are not life-saving devices, and cannot be relied upon in the event of an emergency. You further understand and agree that the alerts sent through the Apps are sent by third parties who are in no way related to Syn-Apps, that Syn-Apps does not verify the accuracy of the information contained in the alerts, and that Syn-Apps is in no way responsible for the content of such alerts.

To view our full Terms of Sale, please visit [SYN-APPS TERMS AND CONDITIONS OF SALE](#) webpage.

## INTELLECTUAL PROPERTY RIGHTS

All materials provided on this website or in our Services, including but not limited to information, documents, products, logos, graphics, sounds, images, software and services ("Materials"), are provided either by Syn-Apps or by their respective third party manufacturers, authors, developers and vendors ("Third-Party Providers") and are the copyrighted work of Syn-Apps and/or its Third-Party Providers. Except as stated herein, none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means, without the prior express written permission of Syn-Apps or the Third-Party Provider. Also, you may not "mirror" any Materials without prior express written permission from Syn-Apps. Except where expressly provided otherwise by Syn-Apps, nothing on this website shall be construed to confer any license under any of Syn-Apps or any Third-Party Provider's intellectual property rights, whether by estoppels, implication, or otherwise. You acknowledge sole responsibility for obtaining any such licenses. See the "Legal Contact Information" below if you have any questions about obtaining such licenses. Materials provided by Third-Party Providers have not been independently reviewed, tested, certified, or authenticated in whole or in part by Syn-Apps. Syn-Apps does not provide, sell, license or lease any of the Materials other than those specifically identified as being provided by Syn-Apps. Syn-Apps hereby grants you permission to display, distribute and download Syn-Apps Materials on this website provided that: (1) both the copyright notice identified below and this permission notice appear in the Materials; (2) the use of such Materials is solely for personal, non-commercial and informational use and will not be copied or posted on any networked

computer, broadcast in any media or used for commercial gain; and (3) the Materials are not modified in any way. This permission terminates automatically without notice if you breach any of these terms or conditions. Upon termination, you will immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials contained on this website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. Elements of this website and our Services are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

If you have any questions about this Privacy Policy, please contact us.