



## End User License Agreement

# RYNGLY TERMS OF SERVICE

(Product of SolvIT, Inc.)

August 1, 2019

**IMPORTANT, READ CAREFULLY:** YOUR USE OF AND ACCESS TO THE WEBSITE AND PRODUCTS AND SERVICES AND ASSOCIATED SOFTWARE (COLLECTIVELY, THE "SERVICES") FOR RYNGLY AND ITS AFFILIATES IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS, WHICH INCLUDE YOUR AGREEMENT TO ARBITRATE CLAIMS. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY CLICKING/CHECKING THE "I AGREE" BUTTON/BOX, ACCESSING THE RYNGLY WEBSITE OR BY UTILIZING THE RYNGLY SERVICES YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (THE "AGREEMENT"). THE RYNGLY SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS OF SERVICE.

Ryngly will provide the Services, and you may access and use the Services, in accordance with this Agreement. If You order Services through an on-line registration page or an order form (each an "Order Form"), the Order Form may contain additional terms and conditions and information regarding the Services you are ordering. Unless otherwise expressly set forth in any such additional terms and conditions applicable to the specific Service which You choose to use, those additional terms are hereby incorporated into this Agreement in relation to Your use of that Service.

**System Requirements.** Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, your ability to access and use the Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

**1. DEFINITIONS.** The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa.

"Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by or is under common control with that Party.

"End User" means a Host or Participant who uses the Services.

"Initial Subscription Term" means the initial subscription term for a Service as specified in an Order Form.

"Service Effective Date" means the date an Initial Subscription Term begins as specified in an Order Form.

"Renewal Term" means the renewal subscription term for a Service commencing after the Initial Subscription Term or another Renewal Term as specified in an Order Form.

**2. SERVICES.** Ryngly will provide the Services as described on the Order Form, and standard updates to the Services that are made generally available by Ryngly during the term. Ryngly may, in its sole discretion, discontinue the Services or modify the features of the Services from time to time without prior notice.

**a. Beta Services.** Ryngly may, from time to time, offer access to services that are classified as Beta version. Access to and use of Beta versions may be subject to additional agreements. Ryngly makes no representations that a Beta version will ever be made generally available and reserves the right to discontinue or modify a Beta version at any time without notice. Beta versions are provided AS IS, may contain bugs, errors or other defects, and Your use of a Beta version is at Your sole risk.

**3. USE OF SERVICES AND YOUR RESPONSIBILITIES.** You may only use the Services pursuant to the terms of this Agreement. You are solely responsible for Your and Your End Users' use of the Services and shall abide by, and ensure compliance with, all Laws in connection with Your and each End User's use of the Services, including but not limited to Laws related to recording, intellectual property, privacy and export control. Use of the Services is void where prohibited.

**a. Registration Information.** You may be required to provide information about Yourself in order to register for and/or use certain Services. You agree that any such information shall be accurate. You may also be asked to choose a username and password. You are entirely responsible for maintaining the security of Your username and password and agree not to disclose such to any third party.

**b. Your Content.** You agree that You are solely responsible for the content ("Content") sent or transmitted by You or displayed or uploaded by You in using the Services and for compliance with all Laws pertaining to the Content, including, but not limited to, Laws requiring You to obtain the consent of a third party to use the Content and to provide appropriate notices of third party rights. You represent and warrant that You have the right to upload the Content to Ryngly and that such use does not violate or infringe on any rights of any third party. Under no circumstances will Ryngly be liable in any way for any (a) Content that is transmitted or viewed while using the Services, (b) errors or omissions in the Content, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Content. Although Ryngly is not responsible for any Content, Ryngly may delete any Content, at any time without notice to You, if Ryngly becomes aware that it violates any provision of this Agreement, or any law. You retain copyright and any other rights You already hold in Content which You submit, post or display on or through, the Services.

**c. Prohibited Use.** You agree that You will not use, and will not permit any End User to use, the Services to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (ii) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts Ryngly's networks, Your accounts, or the Services; (iii) engage in activity that is illegal, fraudulent, false, or misleading, (iv) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or (vi) use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (vii) upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Ryngly or other users of Services; (viii) engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or Ryngly's security systems. (ix) use the Services in violation of any Ryngly policy or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and You agree that You are solely responsible for compliance with all such laws and regulations.

**d. Limitations on Use.** You may not reproduce, resell, or distribute the Services or any reports or data generated by the Services for any purpose unless You have been specifically permitted to do so under a separate agreement with Ryngly. You may not offer or enable any third parties to use the Services purchased by You, display on any website or otherwise publish the Services or any Content obtained from a Service (other than Content created by You) or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services.

**4. RESPONSIBILITY FOR END USERS.** You are responsible for the activities of all End Users who access or use the Services through your account, and you agree to ensure that any such End User will comply with the terms of this Agreement and any Ryngly policies. Ryngly assumes no responsibility or liability for violations. If You become aware of any violation of this Agreement in connection with use of the Services by any person, please contact Ryngly at support@ryngly.com. Ryngly may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles. Under no circumstances will Ryngly be liable in any way for any data or other content viewed while using the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

**5. Ryngly Obligations for Content.** Ryngly will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Content, in accordance with industry standards. Ryngly will notify You if it becomes aware of unauthorized access to Content. Ryngly will not access, view or

process Content except (a) as provided for in this Agreement and in Ryngly's Privacy Policy; (b) as authorized or instructed by You, (c) as required to perform its obligations under this Agreement; or (d) as required by Law. Ryngly has no other obligations with respect to Content.

**6. ELIGIBILITY.** You affirm that You are of legal age and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Although we cannot absolutely control whether minors gain unauthorized access to the Services, access may be terminated without warning if we believe that You are underage or otherwise ineligible.

**7. CHARGES AND CANCELLATION.** You agree that Ryngly may charge to Your credit card or other payment mechanism selected by You and approved by Ryngly ("Your Account") all amounts due and owing for the Services, including taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account. Ryngly may change prices at any time, including changing from a free service to a paid service and charging for Services that were previously offered free of charge; provided, however, that Ryngly will provide you with prior notice and an opportunity to terminate Your Account if Ryngly changes the price of a Service to which you are subscribed and will not charge you for a previously free Service unless you have been notified of the applicable fees and agreed to pay such fees. Your current Ryngly pricing plan which includes individual pricing for Ryngly services can be found on both the My Account page within the Ryngly application and on the Monthly individual statement provided to you from Ryngly. In addition, individual Ryngly services charged per conference call/text message/voice alert/email can be found on both the Monthly Ryngly Statement and the User Activity on the Ryngly Dashboard. You agree that in the event Ryngly is unable to collect the fees owed to Ryngly for the Services through Your Account, Ryngly may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by Ryngly in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that Ryngly may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due. You may cancel your subscription at any time. If you cancel, you will not be billed for any additional terms of service, and service will continue until the end of the current Subscription Term. If you cancel, you will not receive a refund for any service already paid for.

**8. TERMINATION.** To terminate Your Account, submit an email to [support@ryngly.com](mailto:support@ryngly.com). Your Services will be terminated at the end of the current billing cycle or if you have purchased a Service for a specific term, such termination will be effective on the last day of the then-current term. Your Order Form may provide that a Renewal Term will begin automatically unless either party provides notice of termination at least thirty (30) days prior to the commencement of the next Renewal Term. If You fail to comply with any provision of this Agreement, Ryngly may terminate this Agreement immediately and retain any fees previously paid by You. Sections 1 and 3 through 19, inclusive, shall survive any termination of this Agreement. Upon any termination of this Agreement, You must cease any further use of the Services. If at any time You are not happy with the Services, Your sole remedy is to cease using the Services and follow this termination process.

**9. PROPRIETARY RIGHTS.** Ryngly and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names ("Ryngly Marks") associated or displayed with the Services. You may not frame or utilize framing techniques to enclose any Ryngly Marks, or other proprietary information (including images, text, page layout, or form) of Ryngly without express written consent. You may not use any meta tags or any other "hidden text" utilizing Ryngly Marks without Ryngly's express written consent.

**10. COPYRIGHT.** You may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. Ryngly may deny access to the Services to any User who is alleged to infringe another party's copyright. Without limiting the foregoing, if You believe that Your copyright has been infringed, please notify Ryngly at [support@ryngly.com](mailto:support@ryngly.com).

**11. EXPORT RESTRICTIONS.** You acknowledge that the Services, or portion thereof may be subject to the export control laws of the United States and other applicable country export control and trade sanctions laws ("Export Control and Sanctions Laws"). You and your End Users may not access, use, export, re-export, divert, transfer or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of any applicable export control or trade sanctions law or regulation. You

represent and warrant that (i) You and your End Users are not citizens of, or located within, a country or territory that is subject to U.S. trade sanctions or other significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea) and that you and your End Users will not access or use the Services, or export, re-export, divert, or transfer the Services, in or to such countries or territories; (ii) You and your End Users are not identified on any U.S. government restricted party lists (including without limitation the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons and Foreign Sanctions Evaders List, the U.S. Department of Commerce's Denied Parties List, Entity List, and Unverified List, and the U.S. Department of State proliferation-related lists); and (iii) that no Content created or submitted by You or your End Users is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. You are solely responsible for complying with the Export Control Laws and monitoring them for any modifications.

**12. NO HIGH-RISK USE.** The Services are not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. The Services shall not be used for or in any HIGH-RISK environment.

**13. INJUNCTIVE RELIEF.** You acknowledge that any use of the Services contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Services, may cause irreparable injury to Ryngly, its Affiliates, suppliers and any other party authorized by Ryngly to resell, distribute, or promote the Services ("Resellers"), and under such circumstances Ryngly, its Affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

**14. NO WARRANTIES.** YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND RYNGLY, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. RYNGLY, ITS AFFILIATES, SUPPLIERS AND RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU. RYNGLY DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. RYNGLY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT YOUR OWN RISK.

**15. INDEMNIFICATION.** You agree to indemnify, defend and hold harmless Ryngly, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of the Services, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity or applicable law.

**16. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RYNGLY OR ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF RYNGLY, ITS AFFILIATES, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, RYNGLY'S, ITS AFFILIATES', SUPPLIERS' AND RESELLERS' MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) IN THE NINETY (90) DAYS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS. Because some

states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You.

**17. Agreement to Arbitrate; Waiver of Class Action.** If You are located in the United States, You agree to resolve disputes only on an individual basis, through arbitration. **The parties expressly waive any right to bring any action, lawsuit, or proceeding as a class or collective action, private attorney general action, or any other proceeding in which any party acts or proposes to act in a representative capacity.**

**18. PRIVACY AND OTHER POLICIES.** Use of the Services is also subject to Ryngly's Privacy Policy, located on Ryngly's website. The Privacy Policy, and all policies noticed on Ryngly's website are incorporated into this Agreement by this reference. Additionally, You understand and agree that Ryngly may contact You via e-mail or otherwise with information relevant to Your use of the Services, regardless of whether You have opted out of receiving marketing communications or notices.

## **19. MISCELLANEOUS**

**19.1 Choice of Law and Forum.** Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Michigan. The Parties consent to the exclusive jurisdiction and venue of the state courts located in and serving Oakland County, Michigan and the federal courts in the State of Michigan.

**19.2 Waiver and Severability.** Failure by either Party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

**19.3 General Provisions.** This Agreement embodies the entire understanding and agreement between the Parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the Parties respecting such subject matter, except that if You or Your company have executed a separate written agreement or you have signed an order form referencing a separate agreement governing your use of the Services, then such agreement shall control to the extent that any provision of this Agreement conflicts with the terms of such agreement. Ryngly may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. Ryngly will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on You. If You do not agree with the changes, You should discontinue using the Services. If You continue using the Services after such ten-business-day period, You will be deemed to have accepted the changes to the terms of this Agreement. In order to participate in certain Services, You may be notified that You are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes.



# Ryngly Privacy Policy

(Product of SolvIT, Inc.)

**Updated: August 1, 2019**

Ryngly (a product of SolvIT, Inc.) is committed to protecting your privacy and ensuring you have a positive experience on our website and in using our products and services (collectively, "Products"). This policy covers the Ryngly website Ryngly.com, mobile applications, and desktop clients and is applicable worldwide.

This policy outlines our handling practices and how we collect and use the Personal Data you provide during your online and offline interactions with us. As used in this Privacy Policy, "Personal Data" means any information that can be used to individually identify a person, and may include, but is not limited to, name, email address, postal or other physical address, credit or debit card number, title, and other personally identifiable information.

If you reside in the European Union ("EU"), United Kingdom, Lichtenstein, Norway, Iceland or Switzerland, you may have additional rights with respect to your Personal Data, as further outlined below. These rights may include rights under the EU's General Data Protection Regulation ("GDPR"), if you are a resident of the EU, United Kingdom, Lichtenstein, Norway or Iceland.

Ryngly will be the Controller of your Personal Data that is provided, collected and/or processed pursuant to this Privacy Policy in order to, for example, respond to requests for information or service, conclude a business transaction, provision the service, or otherwise for Ryngly's business purposes. Ryngly will be a Processor of data that is entered into the service when a Customer uses the Services (see "User-Generated Information", below.). If you have any questions about whether any of foregoing applies to you, please contact us at support@ryngly.com.

This policy may be updated from time to time for reasons such as operational practices or regulatory changes, so we recommend that you review our Privacy Policy when returning to our website. If we propose to make any material changes, we will notify you by means of a notice on this page prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

## Collection of your Personal Data

**We may collect, either as Controller or Processor, the following categories of Personal Data about you when you use or otherwise interact with our Service:**

- Name
- Email address
- Home/work/mobile telephone number
- Postal or other physical address
- Credit/debit card information
- IP addresses and other information collected passively, as further detailed in the "Passive Collection" section below
- Device identifiers, as further described in the "Mobile Application" section below
- Our servers automatically record certain information when you use the Service, including your IP address, operating system type and version, client version, IP addresses along the network path, and the MAC address of your internet connection ("Host Information")
- We also automatically record information about your usage of the Service, including actions taken, date and time, frequency, duration, quantity, quality, network connectivity, and performance information related to logins, clicks, messages, contacts, content shared, calls, and other feature usage information ("Usage Information")
- Other information you upload, provide, or create while using the Service ("User-Generated Information"), as further detailed in the "User Generated Information" section below

### User-Generated Information

We collect and retain, generally as a Processor and in order to provide the Services, Personal Data and other information you upload, provide, or create while using the Service ("User-Generated Information"), including information related to:

- **Meetings:** Meeting title, invitation content, participants, meeting link, date, time and duration. We collect activity recorded in the meeting (such as joining or leaving), including activity related to third-party integrations, together with the date, time, person engaged in the activity, and other participants in the meeting with the date, time, duration, and quality ratings that you provide.
- **Messages:** Message content, sender and recipients, date, time, and read receipts. Content shared: Files and file names, sizes, and types
- **Status:** Status information, for example about whether and when you are active.

All messages and content you share in a meeting, including Personal Data about you or others, will be available to all other participants in that meeting.

If you share a meeting link with another user who is not already in the meeting, when that user tries to join the meeting, he or she will be able to see the list of other users in the meeting, as well as other invitees joining the meeting.

### Passive Collection

Ryngly and our third-party service providers automatically collect some information about you when you use our Products, using methods such as cookies and tracking technologies (further described below). Information automatically collected includes Internet protocol (IP) addresses, browser type, Internet service provider (ISP), referring/exit pages, the files viewed on our site (e.g., HTML pages, graphics, etc.), operating system, date/time stamp, and/or clickstream data to analyze trends in the aggregate and administer the website and/or Products.

In addition, when you use some of our Products, network information is transmitted back to us such as Product usage information. This information is transmitted back to us, so we can determine how users are interacting with our Products, to assist us with improving our Products, and to correct any problems that may occur.

### Mobile Application

When you download and use our Products, we automatically collect information on the type of device you use, operating system version, and the device identifier (or "UDID"). We send you push notifications from time-to-time in order to update you about any events or promotions that we may be running. If you no longer wish to receive these types of communications, you can turn them off at the device level. To ensure you receive proper notifications, we will need to collect certain information about your device such as operating system and user identification information.

### Processing of your Personal Data

We will use your Personal Data only in accordance with our Privacy Policy. If you do not wish us to continue using your Personal Data in this manner, you can request that your account be deactivated by contacting at [support@ryngly.com](mailto:support@ryngly.com).

We will only process your Personal Data if we have a lawful basis for doing so. Lawful bases for processing include consent, contractual necessity (i.e. processing that is necessary for the performance of a contract with you, such as your user agreement with us that allows us to provide you with the Products) and our "legitimate interests" or the legitimate interest of others (e.g. our users),

**We process Personal Data when you use our website, desktop client and mobile applications to use or sign-up to use our Service for purposes such as:**

- Account configuration



- Account maintenance
- Enabling meetings and notifications between users and third-party participants
- Hosting and storing personal data from meetings and notifications (only to provide the Service)
- Personalizing, improving or operating our Service and business
- Fulfilling requests, you make related to the Service
- Protecting, investigating and deterring against fraudulent, harmful, unauthorized or illegal activity
- Providing reports based on information collected from use of our Service
- Processing your orders and deliver the Service that you have ordered
- Providing support and assistance for our Service
- Providing the ability to create personal profile areas and view protected content
- Providing the ability to contact you and provide you with shipping and billing information
- Providing customer feedback and support
- Complying with our contractual and legal obligations, resolving disputes with users, enforcing our agreements

#### We process Personal Data when you visit our website to:

- To keep you up to date on the latest Product announcements, software updates, software upgrades, system enhancements, special offers, and other information
- To provide customer feedback and support
- Providing you with information and offers from us or third parties
- To the extent you choose to participate, to conduct questionnaires and surveys in order to provide better products and services to our customers and end users
- To personalize marketing communications and website content based on your preferences, such as in response to your request for specific information on products and services that may be of interest

#### Choice

You can choose whether to provide Personal Data to Ryngly but note that you may be unable to access certain options, offers, and services if they require Personal Data that you have not provided. You can sign-up, and therefore consent, to receive email or newsletter communications from us.

#### Data Subject Rights

You have certain rights with respect to your Personal Data as set forth below. Please note that in some circumstances, we may not be able to fully comply with your requests, or we may ask you to provide us with additional information in connection with your request, which may be Personal Data, for example, if we need to verify your identity or the nature of your request. In such situations, however, we will still respond to let you know of our decision.

To make any of the following requests, contact us at [support@ryngly.com](mailto:support@ryngly.com).

- **Access:** You can request more information about the Personal Data we hold about you. You can also request a copy of the Personal Data.
- **Rectification:** If you believe that any Personal Data we are holding about you is incorrect or incomplete, you can request that we correct or supplement such data. You can also correct some of this information directly by logging into your service account. Please contact us as soon as possible upon noticing any such inaccuracy or incompleteness.
- **Objection:** You can contact us to let us know that you object to the collection or use of your Personal Data for certain purposes.
- **Erasure:** You can request that we erase some or all of your Personal Data from our systems. Data subjects who want their data deleted can do so by deactivating their account. Deactivation will delete all account usage and related information. If you are not a Ryngly customer and would like your data deleted, please contact the data Controller directly about deleting information.

- **Restriction of Processing:** You can ask us to restrict further processing of your Personal Data.
- **Portability:** You have the right to ask for a copy of your Personal Data in a machine-readable format. You can also request that we transmit the data to another entity where technically feasible.
- **Withdrawal of Consent:** If we are processing your Personal Data based on your consent (as indicated at the time of collection of such data), you have the right to withdraw your consent at any time. Please note, however, that if you exercise this right, you may have to then provide express consent on a case-by-case basis for the use or disclosure of certain of your Personal Data, if such use or disclosure is necessary to enable you to utilize some or all of our Products.
- **Right to File Complaint:** You have the right to lodge a complaint about Ryngly's practices with respect to your Personal Data with the supervisory authority.

Under certain circumstances we will not be able to fulfill your request, such as if it interferes with our regulatory obligations, affects legal matters, we cannot verify your identity, or it involves disproportionate cost or effort, but in any event we will respond to your request within a reasonable timeframe and provide you an explanation. In order to make such a request of us, please contact our Support Team at [support@ryngly.com](mailto:support@ryngly.com).

### Data Retention

How long we retain your Personal Data depends on the type of data and the purpose for which we process the data. We will retain your Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Notice unless a longer retention period is required or permitted by law.

### Cookies and Tracking Technologies

Ryngly and our partners use cookies or similar technologies to analyze trends, administer the website, track users' movements around the website, and gather information about our user base, such as location information based on IP addresses. Users can control the use of cookies at the individual browser level. For more information regarding cookies or similar technologies, please review our Cookie Policy.

Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services (including behavioral advertising services) that you do not wish such operators to track certain of your online activities over time and across different websites.

### Geolocation

We collect information about where you are located when you are using our Products. We use this information for purposes such as optimizing your connection to our data center, supporting compliance, and suggesting customizations to your experience with our Products (e.g. your language preference).

### Sharing your Personal Data

We do not sell or rent your Personal Data to third parties for any purposes, including marketing.

We share Personal Data within Ryngly and its affiliated companies, and with third party service providers for purposes of data processing or storage.

We also share Personal Data with business partners, service vendors and/or authorized third-party agents or contractors in order to provide requested Products or transactions, including processing orders, processing credit card transactions, hosting websites, hosting event and seminar registration and providing customer support. We provide these third parties with Personal Data to complete/utilize the requested Product or transaction.

In some cases, we may choose to buy or sell assets. In these types of transactions, user information is typically one of the transferred business assets. Moreover, if we, or substantially all of our assets, were acquired, or if we go out of business or enter bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of us or our assets may continue to use your Personal Data as set forth in this policy. As required by law, we may respond to subpoenas, court orders, or similar legal process by disclosing your Personal Data and other related information, if necessary. We also may use Personal Data and other related information to establish or exercise our legal rights or defend against legal claims.

We collect and possibly share Personal Data and any other additional information available to us in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Ryngly's terms of service, or as otherwise required by law.

While navigating Ryngly's website or Products, you may be directed to content or functionality that is hosted by a third-party. When information is collected on behalf of Ryngly exclusively, Ryngly's Privacy Policy will be referenced and will govern how your information is used. For other, non-Ryngly sites or services, the site/service owner's privacy policy will be referenced. You should review such third party's privacy and security policies prior to use.

### **Security of your Personal Data**

Ryngly is committed to protecting the Personal Data you share with us. We utilize a combination of industry-standard security technologies, procedures, and organizational measures to help protect your Personal Data from unauthorized access, use or disclosure. When we transfer credit card information over the Internet, we protect it using Transport Layer Security (TLS) encryption technology.

We recommend you take every precaution in protecting your Personal Data when you are on the Internet. For example, change your passwords often, use a combination of upper and lower-case letters, numbers, and symbols when creating passwords, and make sure you use a secure browser. If you have any questions about the security of your Personal Data, you can contact us at [support@ryngly.com](mailto:support@ryngly.com).

### **Linked websites and third-party services**

Our websites and services may provide links to other third-party websites and services which are outside our control and not covered by this policy. We encourage you to review the privacy policies posted on these (and all) sites you visit or services you use.

### **Transfer and Storage of Personal Data**

Our Products are hosted and operated in the United States ("U.S.") through Ryngly and its service providers. We may transfer your Personal Data to the U.S., to any Ryngly affiliate worldwide, or to third parties acting on our behalf for the purposes of processing or storage. By using any of our Products or providing any Personal Data for any of the purposes stated above, you consent to the transfer and storage of your Personal Data, whether provided by you or obtained through a third party, to the U.S. as set forth herein, including the hosting of such Personal Data on U.S. servers.

# Ryngly Acceptable Use Policy

(Product of SolvIT, Inc.)

## Effective August 1, 2019

This Acceptable Use Policy (the "Policy") governs all uses of Ryngly Services and supplements any Master Service Agreement, Terms of Service, End User License Agreement or other contracting document for the provision and use of Ryngly Services (the "Services Agreement"). Capitalized terms not defined herein have the meaning set forth in the Services Agreement. This Policy defines the standards Ryngly expects its Customers and End Users to adhere to while using the Services.

Ryngly Services are designed to promote collaboration and effective working and business relationships by connecting users through voice, SMS, and email capabilities. As such, Ryngly Services are intended for business use and purposes.

Customers and End Users may not use the Services to:

1. Post, stream or transmit any content, including live video, that violates this Policy
2. Do anything illegal, facilitate any illegal activity, or promote violence.
3. Do anything that threatens, exploits or otherwise harms children.
4. Engage in any activity that is harmful, obscene, or indecent (particularly as such would be understood in the context of business usage). This includes, for example, displays of nudity, violence, pornography, sexually explicit material, or criminal activity.
5. Facilitate or support human trafficking.
6. Engage in any activity that supports or facilitates terrorism or terrorist organizations
7. Engage in any activity that is fraudulent, false, or misleading.
8. Engage in any activity that is defamatory, harassing, threatening or abusive.
9. Store or transmit any data or material that is fraudulent, unlawful, harassing, libelous, threatening, obscene, indecent or otherwise inappropriate.
10. Send unauthorized messages, advertising or spam, including unsolicited promotional or commercial content or other mass solicitation material.
11. Misrepresent the User's identity or affiliation with any entity or organization or impersonate any other person.
12. Harvest, collect, or gather user data without consent.
13. Violate or infringe any intellectual property or proprietary rights of others, including copyrights.
14. Violate the privacy of others or distribute confidential or personal information of others.
15. Engage in any activity that is harmful or disruptive to the Services or attempts to circumvent restrictions on access, usage or security of the Services. This includes transmitting viruses, malware or other malicious or destructive code or using tools that mask IP address location or to otherwise circumventing restrictions on use due to regulations or account closures.

If you become aware of any violation of this Policy, please contact Ryngly at [support@ryngly.com](mailto:support@ryngly.com). Ryngly will investigate all reports and take immediate, appropriate action where warranted (in Ryngly's sole discretion). If a Customer or End User violates any of the terms of this Acceptable Use Policy, Ryngly may immediately terminate the Customer's account, suspend or terminate access or take any other appropriate action, including legal action if warranted.

## Reasonable Use

Ryngly provides an application and mobile app for conferencing, text, and email services between individuals for business collaboration. Ryngly anticipates that customers will use the services in a reasonable manner given the business purpose. As such, Ryngly may limit, suspend or terminate access if an End User's use exceeds reasonable standards, and may monitor usage based on

- meeting lengths;
- excessive voice calls
- excessive SMS

- excessive email
- other notification patterns indicative of an attempt to evade enforcement of Reasonable Use

Ryngly may determine that abnormal, unreasonable or impermissible usage is occurring based on industry standards and patterns of usage of the Services, and may take appropriate steps, including suspension or termination of service. Ryngly may first contact the Customer and discuss appropriate usage and suitable plans to support valid use of the Services.

# Ryngly Cookie Policy

(Product of SolvIT, Inc)

Updated: August 1, 2019

Ryngly and our partners use cookies or similar technologies to analyze trends, administer and track users' movements during your visit to our website or use of our Products, and gather information about you, where you access our website or Products and how you use our Products and services.

## What are Cookies and Does Ryngly Use Them?

Cookies are small text files that are placed on your computer by websites and services that you visit or access. They are widely used to make websites and services work and function with greater efficiency, and to provide information about our users experience during use of, or interaction with, our websites, Products, services and advertisements. Some cookies last only for the duration of your web session and expire when you exit your browser; other cookies may last for longer than your web session, including after you exit your browser, for example by remembering you when you return to our website. The table below explains the cookies that Ryngly and our third party partners use and why.

| Cookie                       | Purpose                    | Practice   |
|------------------------------|----------------------------|--|
| Functional Cookies           | Preferences and Settings   | These cookies are used to record a user's choice and settings that enable our websites and Products to operate correctly or that maintain your preferences over time and may be stored on your device. For example, Ryngly saves preferences, such as language, browser and multimedia player settings, which enables the browser to remember these setting each time you return to the site. Note: If you opt out of interest-based advertising, we store your opt-out preference in a cookie on your device.                           |
|                              | Sign-in and Authentication | When you sign into a website or Product using your Ryngly account, we store a unique ID number, and the time you signed in, in an encrypted cookie on your device. This cookie allows you to move from page to page within the website without having to sign in again on each page. You can also save your sign-in information, so you do not have to sign in each time you return to the site.   |
| Advertising Cookies          | Interest-Based Advertising | Ryngly uses cookies to collect data about your online activity and identify your interests so that we can provide advertising that is most relevant to you. You can opt out of receiving interest-based advertising from Ryngly as described in the How to Control Cookies section of this cookie policy and in our Privacy Policy.  |
| Universal Analytics          | Analytics                  | To provide our products and improve your user experience on our websites and with our Products, Ryngly uses cookies and other identifiers to gather usage and performance data. For example, we use cookies to count the number of unique visitors to a web page or service or to our blog and to develop other statistics about the operations of our Products. This includes cookies from Ryngly and from third-party analytics providers. We use the information to compile reports and to help us improve our websites and Products. |
| Facebook and YouTube Cookies | Social Media               | Some of our websites and Products include code snippets provided by social media companies that can sense if you are already logged into a given social media account so you can easily share Ryngly content with other social media users via that account. These code snippets read cookies set previously by social media company web content while you are logged in and browsing such content on those social media sites.  |



|                 |             |  |
|-----------------|-------------|--|
| Service Cookies | Performance | Ryngly uses performance cookies for load balancing to ensure that websites and Products remain up and operating. |
|-----------------|-------------|--|

#### How to Control Cookies

Most web browsers automatically accept cookies but provide controls that allow you to block or delete them. For example, in most modern browsers, you can block or delete cookies by clicking Settings > Privacy > Cookies. Instructions for blocking or deleting cookies in other browsers may be available in each browser's privacy or help documentation. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit [www.aboutcookies.org](http://www.aboutcookies.org).

Certain features of Ryngly's Products and services depend on cookies. Please be aware that if you choose to block cookies, you may not be able to sign in or use those features, and preferences that are dependent on cookies may be lost. If you choose to delete cookies, settings and preferences controlled by those cookies, including advertising preferences, will be deleted and may need to be recreated.