

# **Vidicons LLC**

## **Privacy Policy**

### **Introduction**

This is the Privacy Policy of Vidicons LLC. dba Vidii ("Vidii", "us", "we", or "our") and is incorporated into and is subject to our Terms of Use, which can be found at <http://www.vidii.co/terms-of-use>. In this Privacy Policy, we refer to our Vidii mobile apps, our website at <http://www.vidii.co>, and the other apps, products and services that are owned by Vidicons, individually and collectively as the "Service." Please read on to learn more about our data handling practices. Your use of the Service signifies that you agree with the terms of this Privacy Policy. If you do not agree with the terms of this Privacy Policy, do not use the Service.

### **Information We Collect**

When you access or use the Service from or through your smart phone, tablet, computer or other device (each, a "device"), or when you install the Service on your device and register with Vidii, personally identifiable information about you may be collected. This collection may occur at different times, and for different purposes as explained below.

### **Download and Registration**

When you download an application that is part of the Service you are requested to register with us. For registration through Vidii, you are only required to provide your email address, depending on the device(s) you are using on the Service. You may also provide other personally identifiable information, but that is optional. When you log in using your Facebook account, we collect additional information you make available to us (see "Your User Profile") below.

### **Address Book**

If you are not already a user of the Service, when you first install an application that is part of the Service on your device, you are invited to register with Vidii and as part of this initial registration, you will be asked to allow us access to your address book. If you consent, we will have access to contact information in your address book on the devices you use for the Service (names, numbers, emails, and

Facebook ID, but not notes or other personally identifiable information) and we will store it on our servers and use it to improve the Service and help you use the Service. If you do not want Vidii to store this information, you may opt-out at any time through your account settings in the Vidii mobile app, or in your device's privacy settings, in which case we will delete that information from our servers. However, in this case, we may not be able to offer some of the features that require this information. See also "How We Use the Information We Collect" below.

### **Profile Information**

We collect and store certain profile information including your name, phone number, email address, picture, and preferences.

### **Usage Information**

We may collect and store information about your usage of, and interaction with, the Service messages, posts, usage of the Service by geographies, device and connection information (such as MAC address), IP address, device capability, bandwidth, web browser software, referring website, statistics on page views, network type and traffic to and from our websites.

### **Advertisements**

#### *Shared Text, Photos, Videos and Other Communications*

The Service allows you to share text messages, photos, videos and other communications with other users, and if you choose to share your text messages, photos, videos and other communications, such items will be stored on our servers in accordance with our data retention policies.

In addition, if you choose to share these items with other Service users, we may not be able to remove them from our servers or make them unavailable to anyone you have shared them with. Sending text messages, photos, videos or other communications through the Service is your decision. By choosing to share that information, you should understand that you may no longer be able to control how that information is used and that it may become publicly available (depending in part on your actions or the actions of others with whom you have shared the information). Vidii is not responsible for any use

or misuse of information you share.

### **Device and Log Information**

If you use our Service, we collect information about your device and browser. This may include device information (type of device, operating system version, unique device identifier, browser type and version, mobile network information) or log information (IP address, MAC address, screen resolution, and referring domain).

### **Error Reporting Information**

We also collect error-reporting information if the Service crashes or hangs up so that we can investigate the error and improve the stability of the Service for future releases. In general these reports do not contain personally identifiable information, or only incidentally. As part of these error reports, we receive information about the type and version of your device and browser, the device identifier, the time the error occurred, the feature being used and the state of the application when the error occurred. We do not use this information for any purpose other than investigating and remedying the error.

### **How We Use Information**

In addition to using your information to provide you with the Services that you request, we use or may disclose your personally identifiable information as follows:

- To verify your identity;
- To connect you with your Vidii contacts and others as enabled by the Service;
- To share your Profile with your Vidii contacts and others on the Service in accordance with your account settings;
- To allow your use of certain features of the Service that may be offered from time to time and to help customize your user experience;
- To show you the names and profiles of the Vidii contacts with whom you communicate and to show your name and profile to persons with whom you communicate on the Service;
- To manage your account, deliver to you any administrative notices, updates, notifications, alerts and communications relevant to your use of the Service;
- To provide you with relevant content that you requested, using information that you allow us to collect from you or that you

- provide to a social media provider with which your Vidii account is connected;
- To understand (i) how you use the different features of the Service, (ii) what your preferences are, and (iii) how to make suggestions and recommendations of things you may be interested in;
  - To keep your list of Vidii contacts up to date – for example, when new users join Vidii;
  - To solicit information from you, including through surveys;
  - To contact you via email or otherwise for the purpose of informing you about new products, services or promotions offered by Vidii (you can opt-out of such emails by clicking on the unsubscribe link);
  - For internal operations, including troubleshooting problems, data analysis, testing, research, improvements to the Service, detecting and protecting against error, fraud or other illegal activity; and
  - When we believe it is appropriate to investigate, prevent, or take action regarding illegal or suspected illegal activities.

## **With Whom We Share Your Information**

### *Service Providers*

In certain instances, Vidii may have contracts with third parties to provide Vidii with products and/or services in connection with the Service. In those cases, Vidii may share your personally identifiable information with these third-party service providers, or authorize them to collect information on its behalf, but only in connection with providing the services to you or Vidii. For example, these third party service providers include:

- Third party SMS and email providers who deliver the authentication SMS or email to you when you register with the Service and with whom Vidii shares your phone number or email.

### *Outbound Links*

If you choose to access optional services, such as a website, product or service provided by a third party, including through the Service, such third party may also collect information about you. Please see the privacy policies of each such third party for more information about how they use the information they collect. This Privacy Policy does not apply to any exchange of information between you and any

third party.

These third parties include business partners with whom we may jointly offer products or services, or whose products or services may be offered on our Service, such as third party merchants. You can tell when a third party is involved in a product or service that you have requested because their name will appear, either alone or with ours.

### *Legal Process*

We also may share your information with third parties:

- In response to facially valid subpoenas, search warrants, court orders, or other legal process when we have a good faith belief that the law, any legal process, law enforcement, national security or issue of public importance requires disclosure;
- To resolve disputes, trouble shoot problems, protect and defend our rights or property (including to enforce our Terms of Use and other agreements) or the safety of Vidii, the Service, or that of our customers or others;
- To establish or exercise our legal rights, or as otherwise required by law;
- In connection with a corporate transaction involving Vidii or the Service, such as the purchase or sale of a business unit, an acquisition, merger, sale of assets, corporate reorganization, liquidation, or other similar event.

### *Aggregate and Anonymous Information*

We may also share aggregate or anonymous information with third parties, including advertisers and investors. For example, we may tell our advertisers the number of users our app receives. This information does not contain any personal information, and is used to develop content and services that we hope you will find of interest.

### *Other*

Other than as stated in this Privacy Policy, we do not share our users' personal information with third parties for their direct marketing purposes. If in the future, we plan to share personal information with any third party for its direct advertising purposes other than as stated in this Privacy Policy, you will be notified in accordance with applicable law.

### *Your User Profile*

The information you enter into your user profile (your "Profile") may be shared with your Vidii contacts. You control your Profile and you can access and modify your Profile from the Vidii application at any time. In addition, if you register with Vidii using your Facebook account (e.g. Facebook Connect), we may store your Facebook ID and corresponding token on our servers and, if you give us your express consent, we will have access to and may collect certain information that you make available on Facebook (for example, your first and last names, email address, profile picture, your friend lists and birthdays).

Your Profile is available to other users of the Service who are connected to you on Vidii. In addition, unless you opt-out (which you may do at any time in the Vidii application), your Profile is discoverable by other Vidii users, including by way of example in listings of contacts. You may also "block out" any Vidii user in your contact list from discovering your Profile at any time.

In addition, Vidii may pre-populate your Profile with certain information such as your name, email and Facebook profile picture if you or your Vidii contacts have logged onto the Service using Facebook.

### *Data Access and Removal*

You can always control what information you choose to share with us on the Service. To do so, you can change your settings in the Service or in your mobile device. Alternatively, you can remove the Service from your mobile device entirely.

Your data will no longer be available to your Vidii contacts once removed. If you ask us to delete your account, we will use commercially reasonable efforts to remove your data from our servers, however certain information may be retained in our back-up or archival systems. Please note that, after your account is closed, we may retain certain information associated with your account, including for analytical purposes as well as for record keeping integrity.

Any personally identifiable information and any content that (i) you

share in text messages, photos, videos or otherwise in or through the Service with other users, or (ii) submit on a blog, bulletin board or chat room on our website or elsewhere, can be viewed and used by others, including to send you unsolicited messages or to commit identity theft. Vidii is not responsible for any use or misuse of your information that might result from your disclosure of information.

## **Security**

Protecting user privacy and personally identifiable information is a top priority for Vidicons. We make substantial efforts to ensure the privacy and security of all personally identifiable information you provide to us. Access to all personally identifiable information is restricted to those individuals who need to know that information in order to provide, operate, develop, maintain, support or improve the Service. Vidii uses password protection, access logs, and system monitoring to safeguard the confidentiality and security of all member information. However, due to the inherent nature of the Internet and related technology, we do not guarantee the protection of information under our control or in transit against loss, misuse, or alteration.

## **Data Transfer**

Your information may be stored and processed in any country in which Vidii maintains facilities, including outside of the United States. In this regard, or for purposes of sharing or disclosing data as described in this Privacy Policy, Vidii reserves the right to transfer information outside of your country. By using the Service, you consent to any such transfer of information outside of your country.

## **Age**

The Service is not directed to children under the age of thirteen (13) and we do not knowingly collect personally identifiable information from children under the age of thirteen as part of the Service. If we become aware that we have inadvertently received personally identifiable information from a user under the age of thirteen as part of the Service, we will delete such information from our records. If we change our practices in the future, we will obtain prior, verifiable parental consent before collecting any personally identifiable information from children under the age of thirteen as part of the Service.

**Notification of Changes**

We reserve the right at our discretion to make changes to this Privacy Policy. You may review updates to our Privacy Policy at any time via links on our website. You agree to accept electronic communications and/or postings of a revised Privacy Policy on the Vidii website, and you agree that such electronic communications or postings constitute notice to you of the Privacy Policy.

If we make material changes to this policy, we will notify you by publishing a revised Privacy Policy or by means of a notice on our website, or as required by law. You agree to review the Privacy Policy periodically so that you are aware of any modifications. You agree that your continued use of the Service after we publish a revised Privacy Policy or provide a notice on our website constitutes your acceptance of the revised Privacy Policy. If you do not agree with the terms of the Privacy Policy, you should not use the Service.

**Contact Information**

If you have any questions about this Privacy Policy, please contact us at [privacy@vidii.co](mailto:privacy@vidii.co). Any personally identifiable information provided in connection with inquiries related to this Privacy Policy will be used solely for the purpose of responding to the inquiry and consistent with our Privacy Policy.

**Date**

This privacy policy was posted on November 23, 2015.