

The Terms of Use, Colligo Privacy Principles, and Colligo Data Privacy Policy was updated on March 25, 2018

## Terms of Use

### Acceptance of Terms

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This Site can be accessed from other countries around the world and may contain references to Colligo products, services, and programs that have not been announced in your country. These references do not imply that Colligo intends to announce such products, services or programs in your country.

### Indemnity

You shall indemnify, defend and hold harmless Colligo and its officers, directors, employees, consultants, representatives and agents from and against any loss, liability, claim, cause of action, demand, damages, costs or expenses including without limitation reasonable legal, accounting and other professional fees made by any third party arising from or in connection with your use of the Site, including but not limited to any violation by you of the Terms of Use.

### Governing Law and Jurisdiction

This Site (excluding linked Web sites) is controlled by Colligo from its offices within the Province of British Columbia. By accessing this Site, you and Colligo agree that all matters relating to your access to, or use of, this Site shall be governed by the statutes and laws of the Province of British Columbia.

## Colligo Privacy Principles

Colligo Networks, Inc. ("Colligo") values its relationship with its customers and employees, and is committed to the protection of their personal information. Accordingly, Colligo adheres to the following Privacy Principles, as explained below. The Privacy Principles are based on the principles set out in Schedule 1 of the Personal Information Protection and Electronic Documents Act (Canada) (the "Act"), as well as the European Commission's General Data Protection Regulation ("GDPR") . "Personal Information" as used in this Code means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

### Principle 1 – Accountability

Colligo is responsible for all Personal Information under its control. Our Data Protection Officer is accountable for our compliance with these Privacy Principles although other individuals within Colligo have responsibility for the day-to-day collection and processing of Personal Information and may be delegated to act on behalf of the Data Protection Officer.

We are responsible for our customer's Personal Information in our possession or control, including information that has been transferred to a third party for processing. We will use contractual or other means to provide a comparable level of protection when our customer's Personal Information is being processed by a third party.

## Principle 2 – Identifying Purposes

We will identify and document the purposes for which we collect, use, or disclose Personal Information at or before the time of collection.

The purposes will be limited to those which are related to our business and which a reasonable person would consider are appropriate in the circumstances. We collect, use, and disclose Personal Information concerning our customers for the following reasons:

- To provide timely, reliable and value-added services to customers;
- To establish a customer relationship and to communicate with customers or respond to requests submitted by forms or email;
- To develop, implement, market, and manage services for customers;
- To ship our products to customers;
- To assist in law enforcement purposes, to collect unpaid debts, for credit reporting and rating purposes, and to protect the business interests of Colligo and its customers;
- To manage and promote the business activities of Colligo; and,
- To meet requirements imposed by law.

If we plan to use Personal Information we have collected for a purpose not previously identified, we will identify and document this purpose before such use.

We will make a reasonable effort to specify the identified purposes, orally or in writing, to the individual from whom the Personal Information is collected either at the time of collection or after collection but before use. We will state the identified purposes in such a manner that an individual can reasonably understand how the information will be used or disclosed.

We do not collect Personal Information from individuals without their prior consent. Colligo collects all Personal Information in an opt-in and opt-out basis; for example, you can easily opt-out of our marketing email update services.

We collect the anonymous information from our customers through the use of “cookies”. A cookie is an element of data that a Web site can send to your browser, which may then be stored on your system. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do so, however, some areas of our site may not function properly.

## Principle 3 – Consent

Personal Information will only be collected, used, or disclosed with the knowledge and consent of the individual, except where inappropriate.

The way in which we seek consent, including whether it is express or implied, may vary depending upon the sensitivity of the information and the reasonable expectations of the individual. An individual can withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. We will inform individuals of any implications of withdrawing consent.

Typically, we will seek consent for the use or disclosure of information at the time of collection. In certain circumstances, consent may be sought after the information has been collected but before use (such as where we want to use information for a purpose not previously identified).

We will not, as a condition of the supply of services, require an individual to consent to the collection, use, or disclosure of Personal Information beyond that required to fulfill the explicitly specified and legitimate purposes.

In certain circumstances, as permitted or required by law, we may collect, use or disclose Personal Information without the knowledge or consent of the individual. These circumstances include: Personal Information which is subject to solicitor-client privilege or is publicly available as defined by regulation; where collection or use is clearly in the interests of the individual and consent cannot be obtained in a timely way; to investigate a breach of an agreement or a contravention of a law; to act in respect to an emergency that threatens the life, health or security of an individual; for debt collection; or to comply with a subpoena, warrant or court order.

#### Principle 4 – Limiting Collection

We will limit the amount and type of Personal Information collected to that which is necessary for our identified purposes and we will only collect Personal Information by fair and lawful means.

#### Principle 5 – Limiting Use, Disclosure and Retention

Personal Information will not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal Information will be retained only as long as necessary to fulfil the identified purposes.

Personal Information, which has been used to make a decision about an individual, will be retained long enough to allow the individual access to the information after the decision has been made. In the event of an access request or a challenge, information will be retained long enough to exhaust any recourse an individual may have under the law. Where Personal Information is no longer required to fulfil our identified purposes, it will be destroyed, erased, or made anonymous.

#### Principle 6 – Accuracy

We will do our best to ensure that Personal Information is as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used.

We will use our best efforts to ensure that Personal Information that is used on an ongoing basis, including information that is disclosed to third parties, and information that is used to make a decision about an individual, is accurate, complete, and up-to-date.

#### Principle 7 – Safeguards

We will protect Personal Information with safeguards appropriate to the sensitivity of the information.

Our safeguards will protect Personal Information against loss or theft, as well as unauthorized access, disclosure, copying, use or modification. We will make our employees aware of the importance of maintaining the confidentiality of Personal Information, and we will exercise care in the disposal or destruction of Personal Information to prevent unauthorized parties from gaining access to the information.

Personal Information will be protected by physical measures (for example, locked filing cabinets and restricted access to offices), organizational measures (for example, security clearances and limiting access on a “need-to-know” basis), and technological measures (for example, the use of passwords and encryption).

#### Principle 8 – Openness

We will make specific information about our policies readily available, except to the extent this is confidential commercial information.

The information we will make available will include: how to gain access to Personal Information; the type of Personal Information held by us, including a general account of its use; general information concerning our Code and policies; what Personal Information is made available to related companies; and how to contact our Data Protection Officer.

#### Principle 9 – Individual Access

Upon written request, we will inform an individual of the existence, use, and disclosure of his or her Personal Information and we will give the individual access to that Personal Information. An individual can challenge the accuracy and completeness of his or her Personal Information and have it amended as appropriate.

We will respond to an individual’s written request within a reasonable time (generally within 30 days). We will assist any individual who informs us that they need assistance in preparing a request. We may require an individual to provide sufficient information to permit us to provide an account of the existence, use, and disclosure of Personal Information. While our response will typically be provided at no cost to the individual, depending on the nature of the request and the amount of information involved, we reserve the right to impose a cost. In these circumstances, we will inform the individual of the approximate cost to provide the response and proceed upon payment by the individual of the cost. Requested information will be

provided or made available in a form that is generally understandable. Where possible, we will indicate the source of the information.

If an individual successfully demonstrates the inaccuracy or incompleteness of Personal Information, we will amend the information as required. If a challenge is not resolved to the satisfaction of the individual, we will record the substance of the unresolved challenge. Where appropriate the amended information or the existence of the unresolved challenge, as the case may be, will be transmitted to third parties having access to the information in question.

In certain situations, we may refuse a request or not be able to provide access to all the Personal Information we hold about an individual. Exceptions to the access requirement will be limited and specific, as permitted or required by law. Where permitted, the reasons for denying access will be provided to the individual upon request. Exceptions may include: information that contains references to other individuals or contains confidential commercial information, where such information cannot be severed from the record; information collected in the course of investigating a breach of an agreement or in the course of a formal dispute resolution process; and information that is subject to solicitor-client privilege.

#### Principle 10 – Challenging Compliance

Any individual can address a challenge concerning our compliance with any of the Privacy Principles to our Data Protection Officer.

We will investigate all written complaints. If we find a complaint to be justified, we will take all appropriate measures, including, if necessary, amending our policies and practices.

## Colligo Data Privacy Policy

### Collection of Your Personal Information

Personal information (“Personal Information”) is data that can be used to identify, either directly or indirectly, an individual to whom the information applies. The information that we may collect from you includes your name, mailing address, phone number, email address, contact preferences, occupation, login information (account number, password), marketing preferences, social media account information, and as applicable, IP address.

Colligo will not collect any Personal Information about you unless you voluntarily choose to provide it to us or our partners (e.g. to obtain a newsletter subscription, white papers, participate in surveys, generate product downloads, register for marketing events, promotions or job applications), you provide your explicit consent, or unless it is permitted by applicable laws and regulations. You can always “opt out” at any time by visiting your subscription preferences page, clicking the “unsubscribe” link in any email or visiting the Colligo unsubscribe page.

## Use of Your Personal Information

When you do voluntarily provide us with Personal Information, we will use it to provide you information about our products, process your order, register you for an event, create an account, provide customer service, respond to a specific question, offer you the opportunity to participate in contests, register for courses, manage a job application, or provide access to additional information or offers. We also use the information we collect to improve the content of our website, to notify customers of updates to our website, products, and also to contact customers for marketing and sales purposes, including renewals, that are related to a customer's specific needs and interests.

## Disclosure to Third Parties, Service Providers, and Others

In order to support and enhance the customer relationship with you, Colligo may store, process, or share your Personal Information with our worldwide partners and affiliates (e.g. channel partners, credit card processors, data hosting and service providers) to perform a function, provide you with information that you may be interested in or complete a transaction related to your purchase or interest in purchasing Colligo solutions.

Colligo also leverages its worldwide partners and affiliates to provide valuable services on our behalf. To provide these services to you we need your explicit consent to share your Personal Information with them. Third parties with whom we share your Personal Information are all bound by all relevant and applicable data privacy laws, terms of confidentiality and Colligo's Privacy Policy.

Colligo may also share non-personal summary information with our worldwide partners and affiliates. In the event Colligo shares any information with a worldwide partner or affiliate, Colligo also does so with your explicit consent and Colligo ensures that all worldwide partners or affiliates who do receive information protect the information with the same care and policies as Colligo does. For purposes of this Privacy Policy, non-personal information combined with personal information is treated as Personal Information.

There are times when Colligo may be required to disclose your Personal Information by law, legal process, litigation, and/or requests from public and governmental authorities. Colligo may also disclose your Personal Information for purposes of investigations of threats to national security, compliance with requests from law enforcement, or other issues of public importance, or when we determine that disclosure is reasonably necessary to enforce our terms and conditions or protect our operations or users.

## Purpose Limitation

Colligo will collect, use or disclose Personal Information supplied by you, for the purposes disclosed to you, unless the disclosure is a use of the Personal Information for an additional purpose related to the original purpose, is necessary to prepare, negotiate and perform a contract with you, is required by law or competent governmental authority, is necessary to



establish or preserve a legal claim or defense against a legal claim, or is necessary to prevent fraud or other illegal activities.

### Cookies and Other Technologies

Colligo's websites, advertisements, emails, and online services may use certain automatic data collection technologies such as cookies, web beacons, and pixel tags to collect data, including personal information, about you while you use our website, our products, and when you interact with us. Collection of user data helps us to understand our users' behavior, web searches, and where on our websites users have visited. Our website uses cookies to distinguish you from other users of our website, helps us to provide you with a good experience when you browse our website, and allows us to improve our website. A cookie is a piece of information that is stored on your computer's hard drive by your web browser. When you visit [www.colligo.com](http://www.colligo.com) (or any of the Colligo websites), our server recognizes the cookie, giving us information about your last visit to the website. Many browsers accept cookies automatically, but you can adjust the settings in your browser to disable automatic acceptance of cookies. If you choose not to use cookies, you may experience limited functionality of our website. This Data Privacy Policy only covers Colligo's use of cookies and does not cover the use of any propensity management by advertisers. Colligo complies with global regulations including the EU Cookie Directive. Visitors to our websites are advised of our use of cookies upon landing on our website.

A "web beacon" (also known as a clear gif and pixel tag) helps us better manage the content of our website by informing us of what content is effective. A web beacon is incorporated into a web page or an email to keep track on a user's activity on the page or the email. Just like a cookie, a beacon tracks a user's visit and sends the data to the server, however, unlike cookies, a web beacon cannot and is not used for identification purposes, nor can it store any data on your computer as it is not browser-based.

Information collected by cookies and similar technologies are treated as non-personal information except to the extent under local law that IP addresses (or like identifiers) are otherwise considered Personal Information.

### Accuracy and Retention of Personal Information

Colligo strives to make it easy for you to keep your Personal Information up to date and to help us maintain its accuracy. Your Personal Information will be stored only for the time period necessary to fulfill the purposes outlined in this Privacy Policy unless otherwise required or permitted by law.

### Communications and Subscription Preferences

You have the choice to determine what information you receive from Colligo about products and services, and how such information is received by specifying your communication preferences by your subscription details at the subscription preferences page. If you wish to discontinue receiving marketing and/or non-transactional e-mails from us, you may do so in the

“My Account” section of our website or using an "unsubscribe" link in any email or the Colligo unsubscribe page. We would like to emphasize that this provision does not apply to transactional emails related to users’ business relationship with Colligo.

In the event you choose not to provide certain personal information, we may not be able to respond completely or adequately to your questions, provide updates, and/or information about our products and services. You can always “opt out” of receiving certain communications at any time by updating your subscription preferences page, click the "unsubscribe" link in any email, or visit the Colligo unsubscribe page. We will however continue to use your Personal Information for the limited purpose of sending you important notices relating to information about your purchases and changes to our policies and agreements, or for other reasons permitted by applicable law.

### Data Security

Colligo takes the security of Personal Information seriously. To protect your Personal Information that you have provided us against accidental or unlawful destruction, loss or alteration, Colligo uses technical and organizational security measures to prevent any unauthorized disclosure or access.

### Data Security Breach

Colligo has implemented strict security controls, intrusion detection software and processes to alert us in the case of a potential or actual intrusion of our information systems. Colligo has a Data Breach Notification Policy and an established Incident Response Team that will react immediately and execute a Remediation Plan in response to any unauthorized access to our information systems or databases. If any data security breach occurs and it may impact your Personal Information, you will be notified as soon as possible once the breach has been determined.

### Collection and Use of Non-Personal Information

When you access [www.colligo.com](http://www.colligo.com) (or other Colligo website services), we may automatically collect non-Personal Information even if you don’t register. For example, this information may include the operating system used, the domain name of the website that directed you to our website, the number of visits, average time spent on a page and what pages you viewed. We may use this data and share it with our worldwide affiliates to monitor the content and relevancy of the content on our websites to improve the performance, content or your experience on our websites.

Through your use of services to access our website, your communications data (for example, Internet Protocol Address, or IP Address) or utilization data (information on the telecommunications services you accessed) may be technically generated and could, depending on the applicable law, constitute Personal Information. To the extent it is a necessity, the collection and processing of your communications or utilization data, and the subsequent use

of such data will only occur and be performed in accordance with the applicable data privacy protection framework and laws.

### [Forums, Blogs, Third Party Websites and Links](#)

Colligo is only responsible for privacy practices of Colligo and its websites and services. Colligo's website may contain links to other websites for additional information and convenience. Colligo does not control those other websites, endorse or make any representation about other websites, and is not responsible for the privacy practices of those other websites. Some of Colligo's websites contain interactive elements such as discussion forums and blogs that allow users to publish their own content. Any information posted on these blogs and forums becomes public, which means it could be read, collected or used by other users in any manner. Colligo is not responsible for any Personal Information you choose to submit in forums.

### [Consent to Transfer, Process, and Store Personal Information](#)

Colligo is a global organization so the information you provide to Colligo may be transferred or accessed by Colligo corporate entities in United Kingdom and other countries around the world, each of which are responsible for the Personal Information which it collects and protects your Personal Information in accordance with this Privacy Policy. When you access [www.colligo.com](http://www.colligo.com) (or other Colligo website services), you and Colligo agree that all matters relating to your access to, or use of, this Site shall be governed by the statutes and laws of the Province of British Columbia.

### [Career Page and Apply for a Job with Colligo](#)

If you browse or apply for a job in the careers portion of our website, your application and any additional information that you provide may be used to assess your skills and interests against career opportunities at Colligo. Colligo may retain this information for reporting purposes that may be required by applicable law.

### [Right to be Forgotten](#)

Colligo is committed to taking reasonable steps to ensure that any Personal Information requests to be forgotten can be erased with our existing technology will be done so in a reasonable time of the request. However, this doesn't apply to information that you have made public by posting on our forums, blogs, or have made available to third parties yourself, this is beyond the reach of what Colligo can erase. Colligo will do everything possible to erase your Personal Information if you withdraw your consent (opt out) from receiving information for us and request the right to be forgotten. However, Colligo will not be able to erase all of your Personal Information if it is technically impossible due to limitations to existing technology, or for legal reasons (Colligo is mandated by local law to keep the Personal Information).

### [Children's Privacy](#)

Colligo will not knowingly collect Personal Information from any person that is not a legal adult, as defined by local law, without insisting that they seek prior parental consent, if such consent is required by applicable law. Colligo does not target children in connection with its products,

services, and websites. In the event Colligo uses or discloses Personal Information of a person that is not a legal adult, Colligo will seek parental consent pursuant to local laws and regulations in order to protect the person that is not a legal adult.

### [Changes to this Privacy Policy](#)

As a technology company, our systems will mature and change as will this Data Privacy Policy. Changes to this Data Privacy Policy with the most recent revision date will be posted at [www.colligo.com](http://www.colligo.com). We will take the steps to notify you of the material changes to this Data Privacy Policy by posting the changes here or contacting you by e-mail.

### [Product Analytics and Sub-Processors](#)

Colligo products may use third-party service providers in order to create accurate, real-time user data reports, so that Colligo can continue to improve the user experience for our products. These services collect and submit anonymous, aggregated data, which are anonymized via a secure hashing protocol, to analytics servers. This data includes information on which features are most frequently used, as well as your mobile device UDID (unique phone Identifiers) and/or IMEI (International Mobile Equipment Identities). No personally identifiable information is collected.

To support Colligo in delivering its Services, Colligo also engages third party service providers to assist us with our data processing activities. When Colligo works with these service providers in our capacity as a data processor, the third-party service provider is a sub-processor of Colligo (“Sub-processor”).

Our third party service providers are also subject to contract terms that enforce compliance with applicable data protection laws.

Colligo currently uses the following third-party service providers for product analytics and sub-processing:

<b>Provider Name</b>	<b>Services Provided</b>	<b>Location of Service Provider</b>
FreshDesk	User relationship management	USA
Flurry Analytics	User data reports	USA
Google Analytics	User and marketing data reports	USA
HubSpot	Marketing automation	USA
Microsoft Azure	Cloud service provider	USA
SalesForce	Customer relationship management	USA
Unbounce	Marketing automation	Canada

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### Questions

Colligo is committed to responding to reasonable requests to review any of your Personal Information we may have and to amend, correct, or delete any inaccuracies. To have your information amended, corrected, or deleted, or if you have any questions that weren't answered in this Data Privacy Policy, you can email us at [privacy@colligo.com](mailto:privacy@colligo.com) or mail us at Colligo Networks Inc., Attention: Data Protection Officer, Suite 400 – 1152 Mainland Street, Vancouver, British Columbia, Canada V6B 4X7.