

Privacy Policy

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Copyright ©2015 Colligo Networks, Inc. All rights reserved.

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"). "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 Vice President, Finance 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 Vice President, Finance.

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 eNews 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 anytime, 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 Director, Finance.

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 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.

Product Analytics

Colligo products may use third-party service providers, such as Flurry Analytics and Google Analytics, 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.

For more information on Flurry Analytics' use of your information, please review the [Flurry Analytics Terms of Service](#) and the [Flurry Analytics Privacy Policy](#).

For more information on Google Analytics' use of your information, please review the [Google Analytics Terms of Service](#) and the [Google Analytics Privacy Policy](#).

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