



## **PRIVACY POLICY AND TERMS OF USE**

Welcome to IMS!

PLEASE READ THIS PRIVACY POLICY AND TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

### **Privacy Policy and Terms of Use**

This Privacy Policy and Terms of Use (hereinafter for ease referred to as "Privacy Policy") has been written to describe the conditions under which this website is being made available to you.

Your privacy is important to us. Our goal is to offer you with a personalized online experience that provides you with the information, resources and services that are most relevant and helpful to you. IMS provides its services using a commercially reasonable level of skills and care and we hope that you will enjoy using them.

This Privacy Policy may be applicable in certain instances if personal information of users (collectively, "user," "users," "you," "your," or "yours") is collected, processed, stored and used in connection with any website, domain, information portal and/or registry (individually and collectively, "Website") of, controlled or maintained by IMS Internet Media Services, Inc. or its subsidiaries (collectively, "IMS," "we," "us," "our," or "ours") as the operator. This Privacy Policy does not apply to personal information collected offline or otherwise outside of our Website. The Website is operated by IMS as the data controller, with its corporate headquarters located at 1441 Brickell Avenue, Suite 1530, Miami, Florida 33131, United States of America.

This Privacy Policy discusses, among other things, how data obtained during your visit to our Website may be collected and used. We strongly recommend that you read this Privacy Policy carefully. By using our Website, you agree to be bound by the terms of this Privacy Policy. If you do not accept the terms of this Privacy Policy, you are directed to discontinue accessing or otherwise using our Website or any materials obtained from it. If you are dissatisfied with our Website, by all means contact us; otherwise, your only recourse is to disconnect from our Website and refrain from visiting our Website in the future.

The process of maintaining a website is an evolving one, and IMS may decide at some point in the future, without advance notice, to modify the terms of this Privacy Policy. Your use of our Website, or materials obtained from the Website, indicates your acceptance of the Privacy Policy at the time of such use. The effective Privacy Policy will be posted on our Website, and you should check upon every visit for any changes. This Privacy Policy controls the relationship between IMS and you, and this Privacy Policy does not create any third party beneficiary rights.

## **Children's Privacy**

IMS is committed to protecting the privacy needs of children, and we encourage parents and guardians to take an active role in their children's online activities and interests. IMS recognizes that children may not be able to make informed choices about giving out personally identifiable information. IMS does not knowingly collect information from minors, and IMS does not target its Website to children under the age of 16.

For collection of personally identifiable information (e.g., name, address, telephone number, or email address), if a child has provided us with personally identifiable information without the consent of his/her parent or guardian, then his/her parent or guardian should contact us at the email address listed at the bottom of this Privacy Policy if they would like this personal information deleted from our records.

## **Links to Non-IMS Websites**

IMS' Website may provide links to third-party websites for the convenience of our users. If you access those links, you will leave IMS' Website. IMS does not control these third-party websites and cannot represent that their policies and practices will be consistent with this Privacy Policy. For example, other websites may collect or use personal information about you in a manner different from that described in this Privacy Policy. Therefore, you should use other websites with caution, and you do so at your own risk. We encourage you to review the privacy policy of any website before submitting your personal information.

## **Types of Information We Collect**

### **Non-Personal Information**

Non-personal information is data about usage and service operation that is not directly associated with a specific personal identity. IMS may collect and analyze non-personal information to evaluate how visitors use our Website.

### **Aggregate Information**

IMS may gather aggregate information, which refers to information your computer automatically provides to us and that cannot be tied back to you as a specific individual. Examples include referral data (the websites you visited just before and just after our Website), the pages viewed, and time spent at our Website.

### **Log Files**

Every time you request or download a file from our Website, IMS may store data about these events and your internet protocol ("IP") address in a log file. IMS may use this information to analyze trends, administer our Website, track users' movements and gather broad demographic information for aggregate use or for other business purposes.

An IP address is a number that is automatically assigned to your computer whenever you access the Internet. For example, when you request a page from our Website, our servers log your IP address to create aggregate reports on user demographics and traffic patterns

and for purposes of system administration.

## **Cookies**

Our Website may use a feature of your browser to set a “cookie” on your computer. Cookies are small packets of information that a website’s computer stores on your computer. IMS’ Website can then read the cookies whenever you visit our Website. We may use cookies in a number of ways, such as to save your password so you do not have to re-enter it each time you visit our Website, to deliver content specific to your interests, and to track the pages you’ve visited. These cookies allow us to use the information we collect to customize your experience so that your visit to our Website is as relevant and as valuable to you as possible.

Most browser software can be set up to deal with cookies. You may modify your browser preference to provide you with choices relating to cookies. You have the choice to accept all cookies, to be notified when a cookie is set or to reject all cookies. If you choose to reject all cookies, certain of the functions and conveniences of our Website may not work properly, and you may be unable to use those IMS’ services that require registration in order to participate, or you will have to re-register each time you visit our Website. Most browsers offer instructions on how to reset the browser to reject cookies in the “Help” section of the toolbar. We do not link non-personal information from cookies to personally identifiable information without your permission.

## **Web Beacons**

IMS’ Website also may use web beacons to collect non-personal information about your use of our Website and the websites of selected sponsors or users, your use of special promotions or newsletters, and other activities. The information collected by web beacons allows us to statistically monitor how many people are using our Website and selected sponsors’ websites, how many people open our emails, and for what purposes these actions are being taken. Our web beacons are not used to track your activity outside of our Website or those of our sponsors or business partners. IMS does not link non-personal information from web beacons to personally identifiable information without your permission.

## **Personal Information**

Personal Information is information that is associated with your name or personal identity. IMS may use personal information to better understand your needs and interests and to provide you with better service if applicable. On IMS’ Website, you may be able to request information, subscribe to mailing lists, participate in online discussions, collaborate on documents, provide feedback, submit information into registries, register for events, apply for membership, or join technical committees or working groups. The types of personal information you provide to us on the Website may include name, address, phone number, email address, user IDs, passwords, billing information, credit card information, or IP addresses.

## **Member-Only Website**

Information you provide on IMS’ membership applications, if applicable, is used to create a

member profile, and some information may be shared with other of IMS' member representatives and organizations. Member contact information may be provided to other members on a secure Website to encourage and facilitate collaboration, research, and the free exchange of information among IMS' members, but we expressly prohibit members from utilizing other member contact information to send unsolicited commercial correspondence. IMS' members may be automatically added to IMS' mailing lists. From time to time, member information may be shared with event organizers and/or other organizations that provide additional benefits to IMS' members. By providing us with your personal information on a membership application, you expressly consent to our storing, processing, and distributing your information for these purposes.

### **How We Use Your Information**

IMS may use non-personal data that is aggregated for reporting about our Website usability, performance, and effectiveness. It may be used to improve the experience, usability, and content of the Website.

IMS may use personal information to provide services that support the activities of IMS' users and their collaboration on IMS' standards and projects. When accessing IMS' users-only Website, your personal information may be tracked by IMS in order to support collaboration, ensure authorized access and enable communication between users.

If applicable, credit card information may be collected to facilitate membership applications or if you purchase a product or service from our Website. Such information will not be kept longer than necessary for providing the product or services requested. Credit card numbers are used only for processing payment and are not used for other purposes. Payment processing services may be provided by a third-party payment service, and a management company external to IMS may provide support for the financial activities of IMS. IMS may share your personal information with its advertising partners to facilitate these transactions.

### **Information Sharing: Legal Protection and Other Disclosures**

IMS does not sell, rent or lease any individual's personal information or lists of email addresses to anyone for marketing purposes, and we take commercially reasonable steps to maintain the security of this personal information. However, we may transfer and disclose information, including your personal information provided to us by you, non-personal information and aggregate information (such as statistics) to third parties: (i) to comply with a legal obligation; (ii) when we believe in good faith that the law requires it; (iii) at the request of governmental authority conducting an investigation, including judicial or other government subpoenas, warrants or other orders; (iv) to verify or enforce this Privacy Policy; (v) to respond to an emergency; (vi) to protect the rights, property, safety or security of third parties, users or the public; (vii) into which IMS may merge in the future or to which it may make any transfer in order to enable a third party to continue part or all of its mission; or (viii) to protect our systems or business, when we reasonably believe you to be in violation of this Privacy Policy or if we reasonably believe you to have initiated or participated in any illegal activity. Such disclosures may be carried out without notice to you, and the recipients may be located in a country that does not provide the same level of data protection as the country where you reside.

In keeping with our open process, we may maintain publicly accessible archives for the majority of our activities. For example, posting an email to any of IMS-hosted public mail lists or discussion forums, subscribing to one of our newsletters or registering for one of our public meetings may result in your email address becoming part of the publicly accessible archives.

On some websites, anonymous users may be allowed to post content and/or participate in forum discussions. In such a case, since no user name can be associated with such a user, the IP address number of a user is used as an identifier. If applicable, when posting content or messages on our Website anonymously, your IP address may be revealed to the public.

If you are a registered member of our Website or email list, you should be aware that some items of your personal information may be visible to other users and to the public. IMS' member databases may retain information about your name, e-mail address, company affiliation (if an organizational member), and such other personal address and identifying data as you choose to supply. That data may be visible to other of IMS' members and to the public. Your personal and non-personal information you may supply also may be associated in IMS' publicly accessible records with IMS' various committees, working groups, and similar activities that you join, in various places, including: (i) the permanently-posted attendance and membership records of those activities; (ii) documents generated by the activity, which may be permanently archived; and (iii) along with message content, in the permanent archives of IMS' email lists, which also may be public.

Please remember that any information (including personal information) that you disclose in public areas of our Website, such as forums, message boards and news groups, as applicable, becomes public information that others may collect, circulate and use. Because we cannot and do not control the acts of others, you should exercise caution when deciding to disclose information about yourself or others in public forums such as these.

Given the international scope of IMS' Website, personal information may be visible to persons outside your country of residence, including persons in countries that your own country's privacy laws and regulations deem deficient in ensuring an adequate level of protection for such information. If you are unsure whether this Privacy Policy is in conflict with applicable local rules, you should not submit your information. If you are located within the European Union, you should note that your information may be transferred to the United States of America or another jurisdiction, which is or may be deemed by the European Union to have inadequate data protection. Nevertheless, in accordance with applicable laws implementing European Union General Data Protection Regulation ("GDPR") on the protection of individuals with regard to the processing of personal data and on the free movement of such data, individuals located in countries outside of the European Union who submit personal information do thereby consent to the general use of such information as provided in this Privacy Policy and to its transfer to and/or storage in the United States of America or such other jurisdiction. For more GDPR information, please refer to our separate Data Protection Policy on our Website.

If the GDPR applies to the processing of your personal information, we provide controls described in this Privacy Policy and/or our other above-referenced Data Protection Policy on our Website, so you can exercise your right to access to, update, remove, delete, and restrict the processing of your personal information. You also have the right to object to the

processing of your personal information.

Your personal and non-personal information will be transferred to and processed by IMS where the privacy laws may not provide an equivalent level of protection to those in your home country. By using our Website, and providing personal information to our Website, all users, including without limitation users in the member states of the European Union, fully understand and consent to the transfer of your personal information to, and its processing by, IMS.

If you do not want your personal or non-personal information collected and used by IMS, please do not visit our Website or apply for subscription/membership to our Website or our email lists.

### **Access to and Accuracy of User Information**

IMS is committed to keeping the personal information of our users accurate. All of the information you have submitted to us can be verified and changed. In order to do this, please email us a request. We may provide users with online access to their own personal profiles, enabling them to update or delete information at any time. To protect our users' privacy and security, we also may take reasonable steps to verify a user's identity, such as a user ID and password, before granting access to modify personal profile data. Certain areas of our Website may limit access to specific individuals through the use of passwords or other personal identifiers; a password prompt is your indication that a user-only resource is being accessed.

Please keep in mind that search engines and other third parties may still retain copies of your public information, like your profile information, even after you have deleted the information from our services or deactivated your account.

### **Security / Liability**

IMS makes every effort to protect our users' personal information on our Website, including using firewalls and other security measures on its servers. No server, however, is 100% secure, and you should take this into account when submitting personal or confidential information about yourself on any website, including this one. Much of the personal information is used in conjunction with user services such as collaboration and discussion, so some types of personal information such as your name, company affiliation, and email address may be visible to other IMS' users. IMS assumes no liability for the interception, alteration, or misuse of the information you provide. You alone are responsible for maintaining the secrecy of your personal information. Please use care when use access our Website and provide personal information.

### **General Provisions**

#### **Disclaimer**

THE WEBSITE AND WEBSITE SERVICES ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. IMS

DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IMS DOES NOT WARRANT THAT THE AVAILABILITY OF, OR THE FUNCTIONS CONTAINED IN OUR WEBSITE AND WEBSITE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR WEBSITE AND WEBSITE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT OUR WEBSITE, WEBSITE SERVICES OR SERVER DO NOT VIOLATE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON. IMS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE AND WEBSITE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

### **Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL IMS BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, OUR WEBSITE OR THE WEBSITE SERVICES, EVEN IF IMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHILE IMS TAKES PRECAUTIONS AGAINST SECURITY BREACHES, NO WEBSITE OR INTERNET TRANSMISSION IS COMPLETELY SECURE, AND AS SUCH, IMS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM UNAUTHORIZED ACCESS, HACKING, DATA LOSS, OR OTHER BREACHES THAT MAY OCCUR. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE USER. IN NO EVENT SHALL IMS' TOTAL LIABILITY TO THE USER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT PAID BY THE USER TO IMS, IF ANY, FOR ACCESSING OUR WEBSITE.

### **Applicable Law / Jurisdiction / Other**

This Privacy Policy shall be construed and enforced in accordance with the laws of the State of Florida ("Applicable Law") without regard to the choice of law principles thereof. You agree that any and all disputes or controversies of any nature between you as the user and IMS arising at any time in connection with this Privacy Policy or the use of the Website or Website services shall be determined by binding arbitration in accordance with the Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS") before a single neutral arbitrator ("Arbitrator"). The Arbitrator shall be an attorney or retired judge with at least ten years of experience in the industry and shall be mutually agreed upon by the parties. If the parties are unable to agree on an Arbitrator, the Arbitrator shall be appointed by JAMS. The fees of the Arbitrator shall be borne equally by the parties, provided that the Arbitrator may require that such fees be borne in such other manner as the Arbitrator determines is required in order for this arbitration clause to be enforceable under applicable law. The parties shall be entitled to conduct discovery in accordance with the Applicable Law, provided that (a) the Arbitrator must authorize such discovery in advance based on findings that the material sought is relevant to the issues in dispute and that the nature and scope of such

discovery is reasonable under the circumstances, and (b) discovery shall be limited to depositions and production of documents unless the Arbitrator finds that another method of discovery (e.g., interrogatories) is the most reasonable and cost efficient method of obtaining the information sought. There shall be a record of the proceedings at the arbitration hearing and the Arbitrator shall issue a Statement of Decision setting forth the factual and legal basis for the Arbitrator's decision. If neither party gives written notice requesting an appeal within ten business days after the issuance of the Statement of Decision, the Arbitrator's decision shall be final and binding as to all matters of substance and procedure and may be enforced by a petition to the Florida Circuit Court in and for Miami-Dade County, Florida, which may be made ex parte, for confirmation and enforcement of the award. If either party gives written notice requesting an appeal within ten business days after the issuance of the Statement of Decision, the award of the Arbitrator shall be appealed to three neutral arbitrators (the "Appellate Arbitrators"), each of whom shall have the same qualifications and be selected through the same procedure as the Arbitrator. The appealing party shall file its appellate brief within thirty days after its written notice requesting the appeal and the other party shall file its brief within thirty days thereafter. The Appellate Arbitrators shall thereupon review the decision of the Arbitrator applying the same standards of review and all of the same presumptions) as if the Appellate Arbitrators were a Florida District Court of Appeals reviewing a judgment of the Florida Circuit Court, except that the Appellate Arbitrators shall in all cases issue a final award and shall not remand the matter to the Arbitrator. The decision of the Appellate Arbitrators shall be final and binding as to all matters of substance and procedure, and may be enforced by a petition to the same Florida Circuit Court, which may be made ex parte, for confirmation and enforcement of the award. The party appealing the decision of the Arbitrator shall pay all costs and expenses of the appeal, including the fees of the Appellate Arbitrators and the reasonable outside attorneys' fees of the opposing party, unless the decision of the Arbitrator is reversed, in which event the expenses of the appeal shall be borne as determined by the Appellate Arbitrators. The Arbitrator shall have the power to enter temporary restraining orders, preliminary and permanent injunctions. Prior to the appointment of the Arbitrator or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek pendente lite relief in a court of competent jurisdiction in Miami-Dade County, Florida, without thereby waiving its right to arbitration of the dispute or controversy under this section. All arbitration proceedings (including proceedings before the Appellate Arbitrators) shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The provisions of this paragraph shall supersede any inconsistent provisions of any prior agreement between the parties. Nothing in this paragraph shall prevent either party from seeking interlocutory and/or injunctive relief from a court of competent jurisdiction pursuant to other provisions of this Privacy Policy.

Notwithstanding anything to the contrary herein and to the maximum extent permitted by the Applicable Law, IMS advertising partners hereby irrevocably waive any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the exploitation of any IMS project or services, or the use, publication or dissemination of any advertising or promotion in connection with such program, project or services. This provision shall remain in full force and effect notwithstanding any termination of your use of our Website or the Website services.

UNLESS OTHERWISE UNENFORCEABLE UNDER APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS PRIVACY POLICY OR WEBSITE.

### **Business Uses of Our Services**

If you are using IMS' services on behalf of a business, that business accepts this Privacy Policy. It will hold harmless and indemnify IMS from any claim, suit or action arising from or related to such use of IMS' services or this Privacy Policy, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

### **Opting Out**

From time to time IMS may email you electronic newsletters, announcements, surveys or other information. If you prefer not to receive any or all of these communications, you may opt out by following the directions provided within such communications.

### **Notification of Changes and Your Acceptance of this Privacy Policy; Privacy Questions**

IMS reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Privacy Policy in whole or in part, at any time. Changes to this Privacy Policy will be effective when posted. You agree to review this Privacy Policy periodically to become aware of any changes. The use of our Website after any changes to this Privacy Policy are posted will be considered acceptance of those changes by you and will constitute your agreement to be bound thereby. If you object to any such changes, your sole recourse will be to stop using our Website.

### **Contact Details**

You may contact us with your questions or comments regarding this Privacy Policy at: IMS Internet Media Services, Inc., Attention: IMS Privacy Group, 1441 Brickell Ave., Suite 1530 Miami, Florida 33131, United States of America; or [imsprivacy@imscorporate.com](mailto:imsprivacy@imscorporate.com)

### **Effective Date**

This Privacy Policy was updated on May 25, 2018 and is effective as of such date.

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