



## EZLYNX ADD-IN PRIVACY POLICY

### Introduction

Webcetera, L.P. (“EZLynx”, “we”, “us,” “our”) takes the privacy and security of our customers very seriously. This Privacy Policy (“Policy”) describes how EZLynx collects, uses, processes, and discloses your personal information in conjunction with your access to and use of Add-Ins to the EZLynx® One Platform® (“Platform”). “Add-Ins” include any products or services of a third party (“Provider”) which are integrated into or used in conjunction with the Platform. This Policy qualifies as Supplemental Terms (as defined in the applicable Terms of Service) and applies automatically to any user of Add-Ins.

Note that this Privacy Policy addresses the collection, use, processing, and disclosure of your personal information by EZLynx only. The handling of your information by the Provider of an Add-In may be addressed in a separate privacy policy provided or posted by the Provider. We do not own or control these parties. We take no responsibility for nor make any representations regarding any Provider privacy policy or practices. It is your responsibility to review and understand these third-party privacy policies, and any disputes or questions regarding the Add-Ins or a Provider’s policy or practices must be resolved directly with the Provider.

### What This Policy Covers

This Policy covers how we treat your personal information that we collect, use, process, and disclose, including information related to your past use of Add-Ins. “Personal information” is information about you that is personally identifiable, like your name, address, email address, phone number, driver license number, driver information, or other personal information provided to us in connection with your use of Add-Ins. Personal information does not include any publicly available information or information of other persons.

### Information Collection and Use

#### General

We collect personal information when you use the Platform, including any Add-In. When you use the Platform, we ask for information, such as your name, email address, address, and certain other information necessary for us to provide you the services you have purchased and conduct activities ancillary to it, such as billing and customer support.

#### Add-Ins

Personal information collected through Add-Ins may vary widely depending on the Add-In, use case, and Platform user. Add-Ins may require additional personal information to function properly. Access to all Add-Ins will be through the Platform and will therefore require a valid Platform username and password.

Provisions applicable to specific Add-Ins are below:

*Microsoft Outlook Plugin.* This Add-In does not necessarily result in the collection of additional personal information. However, we will necessarily have access to any personal information contained in the emails you choose to import into the Platform from Outlook. Your use of the Add-In will determine what additional personal information we receive.

*Google Gmail Plugin.* This Add-In integrates with Gmail to allow the user to save the email, attachments, and email metadata to the Platform. This Add-In does not necessarily result in the collection of additional personal information. However, we will necessarily have access to



any personal information contained in the emails you choose to import into the Platform from Outlook. Your use of the Add-In will determine what additional personal information we receive.

### Platform Use

We automatically receive and record information on our server logs from your browser, including your IP address, cookie information, and the page you request. Additionally, we may collect data regarding your use of the Platform, such as how long you visit a certain page or which parts of a page you interact with regularly. We use the collected information for the following general purposes: to fulfill your request, customize the advertising and content you see, improve our services, contact you, conduct research, provide anonymous reporting for internal and external purposes, and for certain other analytical purposes. Our analysis produces “cumulative output” and does not show, display, or report specific personally identifiable information.

### **Information Sharing and Disclosure**

We do not sell, share, license, or provide personal information about you to any other people or non-affiliated companies other than as permitted by this Policy and the applicable Terms of Service. In connection with our provision of your personal information, note that:

(a) We will provide the information to trusted partners who work on our behalf and are under confidentiality agreements and to the Provider of the Add-In or its authorized representatives or contractors. These companies or contractors may use your personal information to help us provide services to you.

(b) We will respond to subpoenas, court orders or legal process, or to establish or exercise our legal rights or defend against legal claims. We believe it is necessary to share information in order to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law.

(c) We will transfer personal information about you if we are acquired by or merged with another company. In that event, we will post appropriate notifications on this Policy before your information is transferred and becomes subject to a different privacy policy.

### **Confidentiality and Security**

We will maintain the confidentiality of the personal information that we collect during your use of Add-Ins. We do this by maintaining internal practices that help to ensure the security and confidentiality of this information and by limiting access to personal information about you to employees who we reasonably believe need to come into contact with that information to provide products and services to you or in order to perform their jobs.

### **Cookies**

As is common practice with websites, we use cookies to enhance your web viewing experience. A “cookie” is a small text file that a website can place on your computer’s storage drive to, for example, collect information about your activities on the site or to recognize your computer in the future. The cookie transmits this information back to the website’s computer which, generally speaking, is the only computer that can read it.

When you log onto our website, our website system assigns you a unique identification number and records that number in the cookie file for your computer. Then, when you visit us again, we are able to read this number to help gain prompt access to your information. The cookie can help ensure that your information is kept accurate and, as a matter of convenience, keeps you from having to



re-enter certain personal and identifying information. The information stored in the cookie is in an encrypted format and cannot be read without the encryption key.

While we believe that certain cookies enhance your web experience with our website, you have the option of setting your web browser to reject cookies. However, doing so may negatively impact the performance of this website. Additionally, some portions of the Platform and certain Add-Ins may not be accessible without enabling cookies.

### **Changes to this Policy**

We may, from time to time, update this Policy. We will prominently post on this Policy page the date and content of any significant changes in the way we treat personal information.

### **General**

This Policy is governed by the internal substantive laws of the State of Texas, without regard to its conflicts of law principles. Jurisdiction for any claims arising under the terms and conditions of this Policy shall lie exclusively with the state and federal courts of the State of Texas, in the County of Dallas. If any provision of this Policy is found to be invalid by a court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Policy, which shall remain in full force and effect.

### **LIMITATION OF LIABILITY**

EZLYNX WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR INJURIES THAT ACCOMPANY OR RESULT FROM YOUR USE OF ANY ADD-IN, INCLUDING, BUT NOT LIMITED TO DAMAGES OR INJURY CAUSED BY ANY: (a) USE OF (OR INABILITY TO USE) THE PLATFORM, ADD-IN, OR OUR WEBSITE; (b) USE OF (OR INABILITY TO USE) ANY SITE TO WHICH YOU HYPERLINK FROM THE PLATFORM, ADD-IN, OR OUR WEBSITE; (c) FAILURE OF PERFORMANCE; (d) ERROR; (e) OMISSION; (f) INTERRUPTION; (g) DEFECT; (h) DELAY IN OPERATION OR TRANSMISSION; (i) COMPUTER VIRUS; OR (j) LINE FAILURE. EZLYNX IS NOT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHICH ARE DAMAGES INTENDED TO COMPENSATE SOMEONE DIRECTLY FOR A LOSS OR INJURY, DAMAGES REASONABLY EXPECTED TO RESULT FROM A LOSS OR INJURY, OR OTHER MISCELLANEOUS DAMAGES AND EXPENSES RESULTING DIRECTLY FROM A LOSS OR INJURY. FURTHERMORE, EXCEPT AS PROVIDED BELOW, EZLYNX IS NOT LIABLE EVEN IF WE HAVE BEEN NEGLIGENT OR IF OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BOTH.

IN CERTAIN STATES APPLICABLE LAW MAY NOT ALLOW US TO LIMIT OR EXCLUDE LIABILITY FOR THESE INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN THESE STATES, THE ABOVE LIMITATION MAY NOT APPLY AND YOU MAY HAVE THE RIGHT TO RECOVER THESE TYPES OF DAMAGES. IN ANY EVENT, THE AGGREGATE LIABILITY OF EZLYNX TO YOU FOR ALL LOSSES, DAMAGES, INJURIES, AND CLAIMS OF ANY KIND ARISING IN CONNECTION WITH THIS POLICY, ARISING UNDER ANY THEORY OF LAW OR EQUITY, WILL NOT BE GREATER THAN TEN DOLLARS (\$10.00).

### **DISCLAIMER**

As stated above, we exercise care in providing secure transmission of your personal information from your computer to our and our affiliates' servers. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot ensure or warrant the security of any personal information you transmit to



us or from the Platform, Add-In, or other EZLynx products and services, and you do so at your own risk. Once we receive your transmission, we, including our affiliates, use industry standard efforts to safeguard the confidentiality of your personal information, such as firewalls and secure socket layer transmissions. However, “perfect security” is as impossible to achieve online as it is offline.

THE MATERIAL ON AND PROVIDED THROUGH ANY ADD-IN IS PROVIDED ON AN “AS IS” BASIS. THIS MEANS THAT WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES ARISING IN CONNECTION WITH ADD-INS. THIS INCLUDES, BUT IS NOT LIMITED TO, WARRANTIES THAT: (a) THE MATERIAL IS OF ANY PARTICULAR LEVEL OF QUALITY OR IS FIT FOR A PARTICULAR PURPOSE; (b) THAT THE MATERIALS OR FUNCTIONAL ELEMENTS CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; (c) THAT DEFECTS WILL BE CORRECTED; (d) THAT OUR SITE AND THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS OR CONDITIONS; OR (e) THAT INFORMATION CONTAINED IN OR SENT OR RECEIVED THROUGH THE ADD-IN IS ACCURATE AS OF ANY PARTICULAR DATE.

### **Questions and Suggestions**

If you have any questions or suggestions regarding this Policy or our use of your personal information, please contact us at:

EZLynx  
Attn: Legal Department  
350 Highland Drive, Suite 150  
Lewisville, TX 75067

You may also reach us by phone during regular business hours at 877-932-2382.