

## ionMX Privacy and Terms of Use Policy



ionMX (“ionMX”), a permission-based email marketing platform, is an OTOlabs, LLC ([www.otolabs.com](http://www.otolabs.com)) innovation. ionMX enables our clients (“Clients”) to build lasting relationships by deploying email messages.

OTOlabs takes privacy and responsible marketing very seriously. All the data that ionMX captures is owned and managed by our individual Clients who are contractually bound to adhere to the terms of this Privacy and Terms of Use Policy in any and all uses of OTOlabs’ ionMX email platform. Clients who violate this Policy are subject to suspension of their license to use ionMX and/or termination of their contract(s) with OTOlabs.

Our Clients’ use of any information you may provide to them is not controlled by OTOlabs, and under no circumstances are we responsible for the privacy practices of any Client. Email recipients are encouraged to read the privacy policies of all web sites they visit prior to submitting any information to those web sites.

If you believe that an OTOlabs Client is in violation of this Policy, please contact us at [privacylist@ionmx.net](mailto:privacylist@ionmx.net).

### **How do I exercise my privacy choices? How do I opt-out of ionMX?**

As outlined below, OTOlabs requires Clients to include an easy to use unsubscribe mechanism within the body of each email deployed via ionMX. Moreover, we provide a global “opt-out” mechanism, which allows you to “opt-out” of all email communications sent by our Clients via ionMX by clicking the link below:

[Opt out of ionMX](#)

Note that another ionMX Client may in the future collect your email address and use it in the ionMX system, at which time you may need to renew your opt-out choice.

### **What Terms of Use are Clients required to adhere to?**

#### All Clients that are licensed to use ionMX must:

1. Agree that they are responsible for all information, including but not limited to email recipient information, data, text, software, music, sound, photographs, graphics, video, messages or other material (“Content”) that is entered into and/or transmitted via ionMX.
2. Adhere to all applicable local, state, federal, or international laws, statutes, rules, regulations, and ordinances including, but not limited to, those pertaining to privacy and those promulgated by the U.S. Federal Trade Commission, the Securities and Exchange Commission, the European Commission, and any other regulations having the force of law.
3. Only deploy to email recipients who have opted-in to receive messages.
4. Provide, within each email deployed via ionMX, multiple methods for email recipients to contact them, including both an email and postal address, and ensure that all methods are monitored frequently to ensure a timely and professional response to email recipient questions and concerns.
5. Provide, within each email deployed via ionMX, an easy to use “unsubscribe” mechanism, and honor all “unsubscribe” and/or “opt-out” requests in a timely manner.
6. Capture and store source information on every email recipient in order to be able to demonstrate how and when email recipients opted-in.
7. Designate someone in their organization to be responsible for email practices and standards.

#### All Clients that are licensed to use the OTOlabs ionMX platform must NOT:

1. Upload, email, or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or which infringes on the rights of any third party.
2. Impersonate any person or entity, including, but not limited to, an OTOlabs official, or falsely state or otherwise misrepresent their affiliation with a person or entity.

3. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the OTOLabs ionMX services.
4. Upload, email, or otherwise transmit any Content that they do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
5. Upload, email, or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
6. Upload, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unsolicited communication.
7. Upload, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
8. Interfere with or disrupt the OTOLabs ionMX services or servers or networks connected to the OTOLabs ionMX services, or disobey any requirements, procedures, policies, or regulations of networks connected to the OTOLabs ionMX services.

### **Does OTOLabs use cookies and/or web beacons in connection with ionMX?**

OTOLabs uses cookies in connection with ionMX. A cookie is a small bit of data, which includes an anonymous unique identifier that is sent to your computer's browser from a web site's computers and stored on your computer's hard drive. OTOLabs uses cookies to help Clients understand the effectiveness of their campaigns.

OTOLabs also uses web beacons in connection with ionMX. A web beacon is a small piece of code that can be placed on a web page. We use web beacons in HTML versions of emails that we send and that our Clients send using ionMX to keep track of how many of those emails have been opened. We also use, and provide our Clients with, the capability to track when a URL has been clicked within the body of an email message sent via ionMX. We use this functionality to track which links were clicked and in what quantity, as well as the aggregate number of links clicked.

### **Does OTOLabs disclose this information to third parties?**

When a web visitor interacts with an email served from ionMX, they may voluntarily provide Personally Identifiable Information. Personally Identifiable Information is information that can be directly associated with a specific person or entity, such as name, postal address, or email address. Any such voluntarily provided Personally Identifiable Information is transferred to directly via ionMX to the Client for whose benefit the information was collected. OTOLabs uses this information solely for the purpose of providing email services to the Client and may be archived by OTOLabs to prevent data loss. Upon the termination of our relationship with the Client, such data is transferred permanently to the Client and deleted from our servers. All such information collected is the sole property of the Client. OTOLabs does not sell, rent, or trade it to any third party. OTOLabs generally does not provide this information to third parties, either. However, OTOLabs may use third parties to process information about you. If we do, we will require that they comply with this Privacy Policy and other appropriate privacy and security measures.

We reserve the right to disclose information when we have a good faith belief that it is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable terms of use or service, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against imminent harm to the rights, property or safety of OTOLabs, its users or the public as required or permitted by law. OTOLabs also reserves the right to share information in connection with the sale, merger, consolidation, change in control, transfer of substantial assets, or the reorganization or liquidation of our business.

### **How may I access or update my Personally Identifiable Information?**

Except where the burden or expense of providing access would be disproportionate to the risks to your privacy in the case in question, or where the rights of persons other than you would be violated, OTOLabs will make reasonable efforts to provide you with access to your Personally Identifiable Information collected via ionMX that is stored on the ionMX system or otherwise under our control so that you may review, update or correct that information. To protect your privacy and security, we will also take reasonable steps to verify your identity before enabling you to view your data and/or make corrections. If you have submitted Personally Identifiable Information to OTOLabs via ionMX and would like it removed or modified, please contact us at [privacypolicy@ionmx.net](mailto:privacypolicy@ionmx.net).

### **How does OTOLabs ensure the security of any information collected via ionMX?**

We take reasonable precautions to prevent the information collected by and stored within ionMX from loss, misuse and unauthorized access, disclosure, alteration and destruction. We also limit employee and agent access to this information to that which is necessary to perform their jobs. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to safeguard your information, we cannot guarantee its security.

We self-certify compliance with



### **EU Safe Harbor**

OTOlabs adheres to the principles of the Safe Harbor framework as set forth by the United States Department of Commerce regarding the collection, use and retention of data from the European Union.

If you feel that OTOlabs is not abiding by this ionMX Privacy and Terms of Use Policy or is not in compliance with the Safe Harbor Principles, you should first contact ionMX's Privacy Officer by email at [privacylist@ionmx.net](mailto:privacylist@ionmx.net).

OTOlabs participates in the Direct Marketing Association's (DMA) Safe Harbor dispute resolution process. If OTOlabs' Privacy Officer cannot adequately address your inquiry, we provide you free access to the DMA's Safe Harbor Dispute Resolution Program under which the DMA will work with you to address your concerns.

You can contact the Direct Marketing Association (DMA) Safe Harbor Dispute Resolution Program using any of these methods:

- e-mail: [safeharbor@the-dma.org](mailto:safeharbor@the-dma.org)
- mail: Safe Harbor Line  
Direct Marketing Association  
1615 L Street, NW, Suite 1100  
Washington, DC 20036
- web: <http://www.the-dma.org/safeharbor/consumers.shtml>
- fax: 202-955-0085
- phone: 202-861-2410

### **How does OTOlabs communicate changes to this Privacy and Terms of Use Policy?**

OTOlabs reserves the right to change, modify, add, or remove portions of this Privacy and Terms of Use Policy at any time. If we make any material change to this Privacy and Terms of Use Policy, we will post it on this web site. You should visit this web site from time to time to review the then-current Privacy and Terms of Use Policy because it is binding on you. Any material change in this Privacy and Terms of Use Policy shall apply only to information collected following the change.

If you would like us to inform you of any changes, please send a blank e-mail to [privacylist@ionmx.net](mailto:privacylist@ionmx.net).

### **How do I contact OTOlabs?**

We welcome any questions and comments about privacy. Please feel free to contact us at [privacylist@ionmx.net](mailto:privacylist@ionmx.net) or by mail addressed to:

OTOlabs, LLC  
Attn: Privacy Officer  
529 Main Street, Suite 209  
Charlestown, MA 02129

This Privacy and Terms of Use Policy is Effective as of January 24, 2008.

In the United Kingdom, OTOlabs is the trading name of OTOlabs Limited, a limited company registered in England and Wales with registered number 4466198.  
The firm's registered office is Westbury, 2<sup>nd</sup> Floor, 145-147 St John Street, London EC1V 4PY.