

THE VOICE OF YOUR CUSTOMER, LLC

Privacy Policy

Last Modified: October 13, 2022

1. Acceptance of Privacy Policy

The Voice of Your Customer, LLC (the “**Company**,” “**we**,” “**us**” or “**our**”) respects all visitor’s privacy and is committed to protecting it through this Privacy Policy. This Privacy Policy applies to your access to and use of www.thevoiceofyourcustomer.com any external widgets, or our corresponding application programming interfaces (API’s) (collectively, the “**Website**”) and any content, links, functionality, features, products, services, materials or other items (including, but not limited to, all information, data, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) offered or obtained on or through the Website (collectively, “**Content**”). This policy does not apply to information collected on any third-party site or by any third-party application that may link to or be accessible from the Website.

By accessing the Website and its Content, you (“**you**,” “**your**” or “**yourself**”) consent to the data practices described in this Privacy Policy. Please read this entire Privacy Policy carefully to understand our policies and practices regarding your personal information and how we treat it before you start to use the Website. If you do not agree with the data practices in this Privacy Policy, you must exit the Website.

2. Changes to Our Privacy Policy

We may modify the terms of this Privacy Policy from time to time. We will post any changes we make to this Privacy Policy on this page. If we make material changes to this Privacy Policy, we will notify you through a notice on the Website’s home page. We reserve the right to make the revised or changed notice effective for information we already have about you as well as any information we receive in the future. The date this Privacy Policy was last modified is identified at the top of the page. You should check this page every time you use the Website to take notice of any changes we made, as they are binding on you. All material changes shall apply prospectively only. By continuing to use the Website following the posting of changes to this Privacy Policy, you accept those changes.

3. Scope of Privacy Policy

You understand and acknowledge that this Privacy Policy applies to information collected by the Website and does not apply to information collected by third-party websites, even if a link to a

third-party website appears on the Website. We are not responsible for the data practices of third-party websites.

4. Children's Privacy

You understand and acknowledge that: (a) the Website is not intended for children under 13 years of age; (b) in order to comply with the Children's Online Privacy Protection Act, we do not knowingly or intentionally collect any personal information about children under 13 years of age; and (c) if we obtain actual knowledge that we have collected personal information about a child under 13 years of age without verification of parental consent, that information will be immediately deleted from our database. If you are under 13 years of age, you must not send any information about yourself to us or any third-party through the Website (including your name, address, telephone number or e-mail address). If you believe that we might have any information from or about a child under 13 years of age, please contact us at info@thevoiceofyourcustomer.com.

5. Information Collected

We may request at times that you voluntarily supply us with personal information. Such personal information includes any information that may be used to identify you (including, but not limited to, first and last name and email address).

As you navigate through the Website, we may also collect: (a) details of your visits to the Website, (including, but not limited to, traffic data, location data, logs and other communication data and the resources that you access); and (b) information about your computer and internet connection (including, but not limited to, your IP address, operating system and browser type, for system administration). This is statistical data about your equipment, browsing actions and patterns, and does not identify you personally.

6. Use of Information

By entering personal information on the Website, you consent to our use of your personal information for purposes related to the Website, its Content and any other the services offered and/or provided on, or in connection with the Website. Without limiting the foregoing, by giving us personal information you are giving us, as well as our third-party information storage provider, permission to contact you and/or send you information about services and offerings.

The Website uses "cookies," which is information that the Website server sends to your computer when you access a website. This information enables the Website to track where you go on the Website. The cookies help us analyze how the Website is used and help us improve it. Use of cookies enable us to: (a) estimate our audience size and usage patterns; (b) store information about your preferences, allowing us to customize the Website according to your individual interests; (c) speed up your searches; and (d) recognize you when you return to the Website. You

may refuse the use of cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access certain parts of the Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system may issue cookies when you direct your browser to the Website.

7. Disclosure of Information

We may disclose personal information that you provide via the Website to the following:

- a. Our subsidiaries and affiliates
- b. Contractors, employees, agents, and service providers we use to support our business.

We may also disclose your personal information to third parties-under the following circumstances:

- a. We are legally required to respond to subpoenas, court orders, or legal process.
- b. We believe it is necessary for us to establish or exercise our legal rights or defend against legal claims.
- c. We believe it is necessary in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our terms and conditions, or as otherwise required or permitted by law.
- d. We are a party to a merger, divestiture, restructuring, reorganization, dissolution, or any other form of sale of some or all of the Company's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by the Company about its participants is among the assets transferred.

8. Disclosure of Aggregated, Non-Personal Information

We may share collected aggregated and non-personal information with third parties to conduct research, enhance our services, or for any other legally permissible use.

9. User Contributions

You recognize and acknowledge that we cannot control the use of information that you provide in public forums, including but not limited to, profile pages, product reviews, chat rooms, and message boards. You must not hold us responsible if information you have revealed in a public forum is used in a way which violates this Privacy Policy or the law.

10. Accessing and Correcting Your Personal Information

You may send us an e-mail at info@thevoiceofyourcustomer.com to request access to, correct or delete any personal information that you have provided to us.

11. Information Protection

Although we strive to protect personally identifying information, we cannot ensure or warrant the security of any information transmitted to us through or in connection with our Website, that we store on our systems or that is stored on our service providers' systems.

12. Links

The Website may contain links to other websites. You must not hold us responsible for the content on other websites or for the privacy policies or any other policies on those websites. This Privacy Policy applies solely to information collected by the Website.

13. Governing Law

The Company is headquartered in the State of Ohio. Information collected on the Website is subject to Ohio law, which may not be equivalent to the laws in your country or state.

14. Dispute Resolution and Mediation

Any dispute arising from this privacy policy must be brought to the attention of the Company within 15 days of the occurrence of the dispute and shall first be submitted to mediation with a neutral mediator agreed upon by the parties, with the cost of the mediator to be borne by the parties equally. If a dispute cannot be resolved through mediation, the parties agree to submit to binding arbitration with a neutral arbitrator mutually agreed upon by the parties. The cost of binding arbitration will be borne by the party against whom judgment is rendered in arbitration. In the event the parties are unable to mutually agree upon an arbitrator, we have the exclusive right to select the arbitrator. The place of arbitration shall be Hamilton County, Ohio and Ohio law shall apply. The parties further agree that the parties will perform any award rendered by the arbitrator, and that a judgment of any court having jurisdiction may be entered on the award.

15. Your Comments and Concerns

If you would like to contact us with any concerns about your personal information or this Privacy Policy, please email us at info@thevoiceofyourcustomer.com. We welcome your questions and comments.