

PRIVACY POLICY

Intelliverse Publisher Privacy Policy

This page sets forth the privacy policies and practices of Commission Junction, Inc. and its affiliated companies within the Intelliverse Network ("Intelliverse Network" "Intelliverse" "we" or "us") and includes the following principal Internet sites:

everywhere.net
intelliverse.com

Please read this privacy policy carefully since by visiting a Intelliverse Network site and sharing information with one our companies you agree to be bound by the terms and conditions of this Privacy Policy unless you offer different terms which are accepted by Intelliverse, Inc. in writing. For more information about the Intelliverse Network and other Intelliverse companies please visit www.intelliverse.com.

STATEMENT OF RESPONSIBLE ONLINE MARKETING

The Intelliverse Network's information usage practices are based on two beliefs: first, that protecting user privacy is essential to the growth and prosperity of the Internet; second, that a personalized web experience can provide significant benefits to Internet end users if done properly. In accordance with these beliefs, the Intelliverse Network creates results for advertisers and publishers in revolutionary ways without compromising individual privacy.

CONSUMER PRIVACY

I. INFORMATION WE COLLECT: INDIVIDUAL INTERNET CONSUMERS

A. Personally Identifiable Information (PII).

The Intelliverse Network sites are designed to promote and facilitate the business of the Intelliverse companies with advertisers and marketers. These sites are not directed towards individual Internet consumers nor do they seek any PII from such consumers. PII may be collected should a consumer contact a Intelliverse company on his/her own initiative or respond to a Intelliverse advertisement and provide any PII. Under no circumstances does the Intelliverse Network request or collect sensitive PII such as an Internet user's medical/health conditions; racial or ethnic origin; political, religious or philosophical beliefs or affiliations; trade union membership or sex life.

B. Non-Personally Identifiable Information (Non-PII).

When a consumer responds to or views an Internet advertisement served by a Intelliverse company (such as through third-party Web sites or email solicitation) or visits a Intelliverse Network site, we send a cookie and/or gif file ("Cookies") to assign an anonymous, unique identifier to the end user's Internet browser. Cookies are small data files commonly used on the Internet to help optimize and personalize the Internet end user experience and identify repeat visitors to Web sites.

The function of these Cookies is to provide Intelliverse with information for the purpose of paying third-parties commissions when an Internet user clicks on a link, creates a lead, or makes a purchase on an advertiser's Web site; and also to optimize and personalize the Internet user's experience. If the Internet user re-visits the advertiser's site directly, Intelliverse is able to continue to track the user's activities on the advertiser's site and reward the third-party Web site that referred the user. We reserve the right to retain all ad delivery and reporting data as long as may be reasonably necessary for accounting and audit purposes.

Like most standard Web site servers, we use log files to collect Internet protocol (IP) addresses, browser type, Internet service provider (ISP), referring/exit pages, platform type, and date/time stamp. We use the information to analyze site usage, administer the site, understand usage and navigation trends in aggregate, and determine the relevance of content. This information, however, is not linked to any personally identifiable information.

We also may use Internet browsing and online purchase data associated with an anonymous identifier to develop a predictive statistical user profile of the end user's needs and interests. Intelliverse does not use Cookies or log files to collect end users' names, physical addresses, email addresses, phone numbers, credit card numbers, social security numbers, or any other information which can be used to identify a specific person. We may match the IP address and user profile with email address data obtained separately in order to better target campaigns to meet user's interests, but will not share this information with third parties.

For improved audience targeting, some Intelliverse Network sites use marketing technology that allows advertisers to add non-personally-identifying demographic information, such as age, gender, area code, or ZIP code, to the non-identifiable profile data. Thus, there is no direct connection between an end user's online choices and his or her personal identity.

In some cases, Intelliverse receives and records partial email addresses of Internet users, only in circumstances where the user voluntarily provided its identity and contact information through the Advertiser's site or third-party marketer's site. This partial email address does not enable Intelliverse to personally identify an Internet User.

II. INFORMATION SHARING

The Intelliverse Network may make any PII provided in responding to an advertisement available to the company sponsoring the advertisement, as well as to other trusted third parties in accordance with the terms of this privacy policy. As a result, you may receive information on additional products, services and offers that may be of interest to you.

The Intelliverse Network and/or our marketing partners may enhance and/or merge PII about consumers who have opted-in to receive marketing communications with commercially-available third party data collected from other sources in an effort to ensure that the messages being sent to the consumer in online and/or offline marketing programs are relevant to their interests. In the event we enhance and/or merge such personally identifiable information with data collected from other sources, we will take reasonable steps to maintain the integrity and quality of that information.

The Intelliverse Network may share PII (including information that has been enhanced with information from other sources) with advertisers, third party marketers, our affiliated entities for their online and/or offline marketing programs or in connection with the sale, merger, consolidation, change in control, transfer of substantial asset, reorganization or liquidation of any of the Intelliverse Network companies. While Intelliverse strongly encourages clients and partners to adopt responsible approaches to online marketing, Intelliverse is not responsible for the information practices of clients or their partners. The collection, use, and disclosure of information by clients and partners are subject to their respective privacy policies, which may differ from Intelliverse's policy.

The Intelliverse Network may release account and any other personal information when we believe release is appropriate to respond to a subpoena or otherwise comply with the law; enforce or apply our [Terms and Conditions](#) and other agreements; or protect the rights, property, or safety of Intelliverse or others. This includes exchanging information with other companies and organizations for fraud protection.

III. CONSUMER CHOICE AND ACCESS

A. Opting Out.

Some Intelliverse Cookies have an "opt-out" option. This process does not remove the Intelliverse Cookie from your system; it simply replaces it with an opt-out Cookie that does not contain any unique identifiers. If this site provides such a process it is detailed below.

Some of Intelliverse's Cookies do not have an "opt-out" option, yet you still have the option of blocking the use of Cookies by changing a setting in your Internet browser. Please see your browser supplier's Web site for details on how to do this.

This site does not maintain a process for an individual consumer to opt-out of a Intelliverse ad serving Cookie.

B. Accessing Consumer Information.

Because they are not directed towards individual Internet users, most Intelliverse Network sites do not maintain a process for an individual consumer to review and/or request changes to any PII collected.

Except as provided below, this site does not maintain a process for an individual consumer to access his/her PII.

IV. SECURITY

The Intelliverse Network employs industry standard security measures to ensure the security of all data. Any data that is stored on Intelliverse's servers is treated as proprietary and confidential and is not available to the public. Intelliverse has an internal security policy with respect to the confidentiality of customer and other data, allowing access only to those employees or third parties who have a need to know such information for the purpose of effectively delivering Intelliverse products and services by means of user login and password requirements. The Intelliverse Network routinely evaluates its data security practices to identify security threats or opportunities for improvement.

No transmission of data over the Internet is guaranteed to be completely secure. It may be possible for third parties not under the control of Intelliverse to intercept or access transmissions or private communications unlawfully. While we strive to protect your PII, Intelliverse cannot ensure or warrant the security of any information you transmit to us. You acknowledge and assume this risk when communicating with a Intelliverse Network company.

V. CONSENT AND CHANGES

The Intelliverse Network may find it necessary or be legally obligated to update this Privacy Policy from time to time. When we do, we will post those changes on this page and update the effective date so that you are always aware of the information we collect, how we use it, and under what circumstances we disclose it. Except as otherwise required by law, modifications to this Privacy Policy will not affect the privacy of data collected by Intelliverse prior to the effective date of the policy change.

VI. CHILDREN'S PRIVACY AND SPAM

The Intelliverse Network is very sensitive to the issue of children's privacy and makes every effort to protect the privacy of children using the Internet. Intelliverse's Web site, products, and services are not developed for or directed at children. Children (persons under the age of 18) are not eligible to do business with us and we do not collect personal information

from any person we actually know is under the age of 13. If you believe your child has provided the Intelliverse Network with any personally identifiable data by registering at a Intelliverse Web site, please contact us at <http://www.Intelliverse.com> to have them removed.

The Intelliverse Network is committed to proper Internet practices and full compliance with the CAN-SPAM Act of 2003 (15 U.S.C. § 7701). It is our policy to prohibit the sending of unsolicited or "Spam" e-mail by Intelliverse or any of its marketing partners.

Please note that under the CAN-SPAM Act, an advertiser is required to provide an opt-out mechanism for consumers to unsubscribe from future emails about the advertiser. Although not required to by law, many email marketers also include an opt-out mechanism to enable consumers to be removed from their mailing list. This has caused some confusion for consumers in opting out. The table below clarifies which opt-out mechanism you should use for commercial emails.

To receive no further emails . . .	Opt-Out Mechanism to Use
about the advertiser	Advertiser's
from the email marketing company	Opt-Out Mechanism to Use
from the advertiser or email marketing company	Both

VII. DATA PROCESSING/SAFE HARBOR

The European Union ("EU") maintains strict privacy laws. These rules differ significantly from US laws. To reconcile these differences, the US and the EU have created a Safe Harbor that defines mutually acceptable privacy operations. Intelliverse, Inc. adheres to the Safe Harbor principals. For more information see www.export.gov/safeharbor.

By providing information to Intelliverse Network sites, you acknowledge that they operate in the United States and agree to (i) permit Intelliverse to transmit and use your User information anywhere necessary, including across international boundaries, to affect the services and transactions provided by this Site; and (ii) that such use by Intelliverse shall be subject to the terms and conditions stated in this Privacy Statement and our Terms and Conditions.

VIII. DIGITAL POLICY FORUM

Intelliverse, Inc. is a member of the Digital Policy Forum ("DPF"). The DPF is made up of online marketing, analytics, advertising, publishing, and email companies that are committed to examining and developing responses to important privacy and consumer protection issues in emerging media.

IX. LIMITATION OF LIABILITY, THIRD PARTY INFORMATION & LANGUAGE

YOU UNDERSTAND AND AGREE THAT ANY DISPUTE OVER PRIVACY IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY AND OUR TERMS AND CONDITIONS (INCLUDING LIMITATIONS ON DAMAGES, AND ARBITRATION OF DISPUTES). YOU AGREE THAT COMMISSION JUNCTION'S LIABILITY FOR ANY BREACH OF THIS PRIVACY POLICY SHALL BE LIMITED TO THE GREATER OF THE VALUE OF THE TRANSACTIONS OR SERVICES PROVIDED TO YOU BY COMMISSION JUNCTION OR \$250 TO THE EXTENT SUCH CLAIM IS NOT OTHERWISE BARRED BY OUR TERMS AND CONDITIONS. You also agree that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to Commission Junction with regard to: (a) the purposes for which such third party's personal data has been collected; (b) the intended recipients or categories of recipients of the third party's personal data; (c) which of the third party's data are obligatory and which data, if any, are voluntary; and (d) how the third party can access and, if necessary, rectify the data held about them. It is the express will of the parties that this agreement and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

CONTACT US

For more information or if you have questions or concerns regarding the Intelliverse Network Privacy Policy, please contact us at <http://www.Intelliverse.com> or you can send correspondence to the following address: Privacy, Commission Junction, Inc., 530 East Montecito Street, Santa Barbara, CA 93103, USA.

CLIENT PRIVACY

I. INFORMATION WE COLLECT: ADVERTISERS AND PUBLISHERS

A. Personally Identifiable Information (PII).

The Intelliverse Network collects personally identifiable information from all Advertisers and Publishers (collectively

"Clients") wishing to work with any Intelliverse company. The collection of this information is a part of our normal business practices. Advertisers or their representatives will be asked to provide personally identifiable data through the host sign up and registration process. Examples of personally identifiable data that may be requested include name, address, phone number, email address, and social security number, tax ID number, etc. The Intelliverse Network will never request or collect data from a Client on subject areas including medical/health conditions; racial or ethnic origin; political, religious or philosophical beliefs or affiliations; trade union membership or sex life.

B. Non-Personally Identifiable Information (Non-PII).

The Intelliverse Network may use cookies and log files to optimize and personalize the Clients' experience and allow Intelliverse to monitor site traffic patterns.

II. INFORMATION SHARING

The Intelliverse Network does not use any personally identifiable data about a Client for profiling purposes. All PII that Intelliverse collects from Clients is principally intended for administrative needs (e.g., accounting and pay-out and performance reporting), for which purpose such data are required.

The Intelliverse Network may provide email address and basic account data to an Advertiser or Publisher to facilitate a potential or continued working relationship between the Advertiser and Publisher. Once an affiliation is established, Advertiser and Publisher (or their agents or other third parties as designated by a Client) are privy to their respective campaign information and PII, including anonymous Internet user transaction data for Internet users referred by Publisher and any other information that a Client may instruct Intelliverse to disclose. While Intelliverse strongly encourages Clients to adopt responsible approaches to online marketing, Intelliverse is not responsible for the information practices of Clients or their partners. The collection, use, and disclosure of information by clients and partners are subject to their respective privacy policies, which may differ from Intelliverse's policy.

Periodically Intelliverse Network sites may use Clients' PII in order to communicate with our network of hosts via email newsletters or other avenues to offer strategic marketing information and other communications to assist in business related activities. In the event that a Client of the Intelliverse Network wishes not to have their PII used for these purposes, they may elect to opt-out from future communications. For more information on opting-out please see the "Client Choice Concerning Data Collection" section below.

Except as may be agreed between a Intelliverse company and a Client, all PII data provided by individual Clients will be kept in strict confidence by Intelliverse Network companies and will be treated with the same level of respect and care that they treat other proprietary information and trade secrets. Intelliverse will never sell, rent, exchange or barter any personally identifiable Client information to or with any third party for financial gain or marketing purposes. The Intelliverse Network may, from time to time, provide such information to certain third-party administrative vendors for efficiency purposes in providing administrative or program management services such as billing, delivery and payouts. Any third-party vendor so used has agreed to protect the confidentiality of information provided by Intelliverse.

The Intelliverse Network may share PII in connection with our affiliated entities or in connection with the sale, merger, consolidation, change in control, transfer of substantial asset, or reorganization or liquidation of any of the Intelliverse Network companies. The Intelliverse Network may release account and any other personal information when we believe release is appropriate to respond to a subpoena or otherwise comply with the law; enforce or apply our Advertiser Terms of Use*, Publisher Terms of Use* and other agreements; or protect the rights, property, or safety of Intelliverse or others. This includes exchanging information with other companies and organizations for fraud protection.

III. CLIENT CHOICE AND ACCESS

When a Client registers for services with a Intelliverse Network company, PII is required as a part of doing business. Intelliverse's primary intent in collecting personally identifiable information is for administrative purposes including accounting and payouts. However, the Intelliverse Network may periodically use personally identifiable information for marketing and communication purposes targeted to our Clients. Clients wishing not to receive such communications from a Intelliverse Network company may do so by "opting-out" during the registration and application procedure process. A Client may change their "opt" status at anytime during their tenure with Intelliverse by accessing their online account.

When a Client logs on any browser-based Intelliverse Network reporting system, a "Cookie" is placed within their computer. The purpose of the Cookie is to allow Intelliverse to validate the identity of the Client and maintain the security and privacy of the Client's account data. This Cookie is required to log into Intelliverse's reporting systems and there is no method to opt-out of this Cookie.

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No transmission of data over the Internet is guaranteed to be completely secure. It may be possible for third parties not under the control of Intelliverse to intercept or access transmissions or private communications unlawfully. While we strive to protect your PII, Intelliverse cannot ensure or warrant the security of any information you transmit to us. You acknowledge and assume this risk when communicating with a Intelliverse Network company.

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By providing information to Intelliverse Network sites, you acknowledge that they operate in the United States and agree to (i) permit Intelliverse to transmit and use your User information anywhere necessary, including across international boundaries, to effect the services and transactions provided by this Site; and (ii) that such use by Intelliverse shall be subject to the terms and conditions stated in this Privacy Statement and our [Advertiser Terms of Use*](#) and [Publisher Terms of Use*](#).

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IX. CONTACT US

For more information or if you have questions or concerns regarding the Intelliverse Network Privacy Policy, please contact us at <http://www.Intelliverse.com> or you can send correspondence to the following address: Voicecom Telecommunications, LLC (d/b/a Intelliverse™) in the State of Georgia, USA. As such, the laws of the State of Georgia will govern these disclaimers, terms and conditions, without giving effect to any principles of conflicts of laws. Intelliverse, located at 5900 Windward Parkway, Atlanta, GA 30005, USA.

* The agreements linked from this page are to the standard agreements. If you have entered into a custom agreement with the Company, then the references here are to be interpreted as referring to such custom agreement.

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