

# **Zumu Software Privacy Policy**

## **Privacy Policy**

Zumu Software (“Zumu”, “we”, “us”, “our”), provides hosting services, website content management software, and/or mobile app services for your organization we have created this Privacy Policy to explain how we treat the information collected and received from your use of your website, (the “Website“) and the services offered by us on the site (the “Service“). Zumu Software is not responsible for the practices of users that create content using the Service (“Users”), or of persons, companies or websites that Zumu Software does not control, manage or employ. Except as set forth in this Privacy Policy and the Terms of Use, Zumu Software collects personal information to improve the content of our Website and the quality of our Service, and does not share personal information with or sell it to other organizations for commercial purposes, except to provide products or services you’ve requested, when we have your permission, or under circumstances discussed below. Please understand that by submitting any Personally Identifiable Information (defined below) to us, you consent and agree that we may collect, use and disclose such Personally Identifiable Information in accordance with this Privacy Policy and Terms of Use, and as permitted or required by law.

## **Information Gathering and Usage**

When you contract with Zumu Software we may ask for information that may identify you, e.g. user name, password, name, company, email address, and billing address information (“Personally Identifiable Information“). Zumu Software uses collected information for the following general purposes: products and services provision, billing, identification and authentication, services improvement, contact, and research. [We use our best efforts to keep your Personally Identifiable Information confidential.]

Zumu Software is a web service that facilitates the creation of content for organizations websites and/or mobile applications. Zumu Software does not take responsibility for content created by Users of the Service. As stated in the Terms of Use, Users are responsible for the content utilized by them in the Service. Zumu Software is not responsible for any third party links or applications.

## **Log Data**

Like many site operators, we collect information that your browser sends whenever you visit our Site (“Log Data”).

This Log Data may include information such as your computer's Internet Protocol (“IP”) address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics.

## **Cookies**

A cookie is a small amount of data, which often includes an anonymous unique identifier that is sent to your browser from a web site's computers and stored on your computer's hard drive. Cookies may be required to use the Zumu Service. We use cookies to record current session information. You may be required to log back in to your Zumu account after a certain period of time has elapsed to protect you against others accidentally accessing your account contents.

## **This website may use Google AdWords**

Your website may use the Google AdWords remarketing service to advertise on third party websites (including Google) to previous visitors to our site. It could mean that we advertise to previous visitors who haven't completed a task on our site, for example signing up for more information. This could be in the form of an advertisement on the Google search results page, or a site in the Google Display Network. Third-party vendors, including Google, use cookies to serve ads based on someone's past visits to your website. Of course, any data collected will be used in accordance with our own privacy policy and Google's privacy policy.

You can set preferences for how Google advertises to you using the Google Ad Preferences page, and if you want to you can opt out of interest-based advertising entirely by cookie settings or permanently using a browser plugin.

## **Data Storage**

Zumu Software uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run Zumu. Although Zumu Software owns the code, databases, and all rights to the Zumu application, you retain all rights to your data.

## **Disclosure**

Zumu Software may use your Personally Identifiable Information to:

- (a) send you emails with updates for the Website or Service;
- (b) enable you to post, read and respond to posts in forums, blogs or other parts of the Website;
- (c) communicate with you; and
- (d) as Zumu Software determines is reasonably necessary to facilitate your use of the Website or Services.

Zumu Software may disclose the Personally Identifiable Information under the following circumstances:

1. Zumu Software may disclose your Personally Identifiable Information during the purchase of Services to process and fulfill the order and send the product (either directly or through a provider). To the extent Zumu Software utilizes any third parties for operations and maintenance, such contractors may have limited access to your Personally Identifiable Information in the course of providing the products or services to Zumu Software. These contractors may include vendors and suppliers that provide us with technology, hosting services or content related to the operation and maintenance of the Website and/or Services. Access to your Personally Identifiable Information by these contractors is limited to the information reasonably necessary for the contractors to perform its limited function for us.
2. Zumu Software may disclose Personally Identifiable Information to various governmental authorities in response to subpoenas, court orders, or other legal process; to establish or exercise our legal rights or to protect our property; to defend against legal claims or as otherwise required by law. In such cases we reserve the right to raise or waive any legal objection or right available to use. We also may share your Personally Identifiable Information when we believe it is appropriate 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 of Use, or as otherwise required by law.
3. Zumu Software may sell, transfer, or otherwise provide some or all of its assets, including you Personally Identifiable Information, to an affiliate or a third party in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

## **Changes**

Zumu Software may periodically update this policy. Any changes to this policy will be in effect immediately after being posted on this page. Be sure to return to this page periodically to review the latest version of this Privacy Policy.

## **Jurisdictional Issues**

Zumu Software makes no representation that the Website operates (or is legally permitted to operate) in all geographic areas, or that the Website, or information, services or products offered through the Website are appropriate or available for use in other locations. Accessing the Website from territories where the Website, or any content or functionality of the Website or portion thereof, is illegal is expressly prohibited. If you choose to access the Website, you agree and acknowledge that you do so on your own initiative and at your own risk and that you are solely responsible for compliance with all applicable laws.

## **Protecting Children's Privacy**

Zumu Software strongly believes in protecting the privacy of children. In line with this belief, we do not knowingly collect or maintain Personally Identifiable Information on our Website from persons under 13 years of age, and no part of our Website is directed to persons under 13 years of age. If you are under 13 years of age, then please do not use or access this Website at any time or in any manner. We will take appropriate steps to delete any Personally Identifiable Information of persons less than 13 years of age that has been collected on our Website without verified parental consent upon learning of the existence of such Personally Identifiable Information.

## **California Privacy Rights**

Under California Law, California residents may have the right to request in writing from businesses with whom they have an established business relationship: (a) a list of the categories of Personally Identifiable Information and the type of services provided to the customer, that a business has disclosed to third parties (including affiliates that are separate legal entities) during the immediately preceding calendar year for the third parties' direct marketing purposes and (b) the names and addresses of all such third parties. To make such requests, if entitled, please use the contact information listed below.

## **Contacting Zumu Software**

If you have any questions, comments or complaints about this Privacy Policy or our Website, please contact us:

Email: [info@zumu.com](mailto:info@zumu.com)

Address: 120 E. Washington Avenue, Atlantic Highlands, NJ 07716

Effective as of: January 4, 2016