

# POWOW AI PRIVACY POLICY

Last modified: May, 2020

## 1. Introduction

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This Privacy Policy describes how Powow AI collects and uses Personal Data about you through the use of our Service and through email, text, and other electronic communications between you and Powow AI, Inc.

Powow AI, Inc. (“**Powow AI**,” or “**we**,” “**our**,” or “**us**”) respects your privacy, and we are committed to protecting it through our compliance with this policy (“**Privacy Policy**”). This Privacy Policy describes the types of information we may collect through the Powow AI online software and related services provided by Powow as a Software-as-a-Service (the “**Service**”), and our practices for collecting, using, maintaining, protecting, and disclosing that information.

If you are registering to use the Service on behalf of your employer, company or organization (the “**Organization**”), you represent and warrant that you have the authority to accept this Privacy Policy on behalf of the Organization. If you (and your Organization, if applicable) do not agree to our Privacy Policy, please do not use the Service. The term “you”, “your”, etc. refers to both you as an individual user and your Organization (where applicable).

Please read this Policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Services. By accessing or using our Service, you agree to this Privacy Policy. This Privacy Policy may change from time to time (see [Changes to Our Privacy Policy](#)). Your continued use of our Service after we make changes is deemed to be acceptance of those changes, so please check this Privacy Policy periodically for updates.

## 2. Children Under the Age of 16

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Our Service is not intended for children under the age of 16 and children under the age of 16 are not permitted to use our Service. We will remove any information about a child under the age of 16 if we become aware of it.

Our Service is not intended for children under 16 years of age. No one under age 16 may provide any information to or through the Service. We do not knowingly collect Personal Data from children under 16. If you are under 16, do not use or provide any information on our Service or on or through any of their features, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received Personal Data from a child under 16 without verification of parental consent, we will delete that information. If you believe we might have any information from a child under 16, please contact us [privacy@powow.ai](mailto:privacy@powow.ai).

### 3. Information We Collect About You and How We Collect It

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We collect different types of information about you in connection with your use of the Service. This includes information that we collect directly from you or through automated collection technologies.

When you register to use our Service (“**Registered User**”) we collect certain information from you in order to provide the Service, such as your name, email address, and credit card billing details, including your billing address (“**Personal Data**”). We may also collect information through automated means that is about you but individually does not directly identify you, such your IP address and information from cookies.

The Service is used to record and analyze online meetings, conference calls and conversations (“**Online Meetings**”), and provide recordings (“**Recordings**”) and transcripts (“**Transcripts**”) of Online Meetings, as well as summaries, digests, data analytics and other reports relating to Online Meetings (collectively, “**Reports**”). Because Communications and discussions during Online Meetings can include Personal Data, the Recordings, Transcripts and Reports may likewise include Personal Data. You (or your Organization, as applicable) own all Recordings, Transcripts and Reports, and all data contained therein, including Personal Data (subject, however, to data ownership and other rights of individuals about which the Personal Data relates).

We do not and can not control the actions of other users of the Service and your participants in Online Meetings. Therefore, although we use reasonable and appropriate data security measures in connection with the Service, you are responsible for the conduct of all users and participants of your Online Meetings.

**Cookies.** We and our service providers may use cookies, web beacons, and other technologies to receive and store certain types of information whenever you interact with our Service through your computer or mobile device. A cookie is a small file or piece of data sent from a website and stored on the hard drive of your computer or mobile device. On your computer, you may refuse to accept browser cookies by activating the appropriate setting on your browser, and you may have similar capabilities on your mobile device in the preferences for your operating system or browser. However, if you select this setting you may be unable to access certain parts of our Service. Unless you have adjusted your browser or operating system setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Service.

#### 4. How We Use Your Information

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We use your Personal Data for various purposes described below, including to:

- provide our Service to you;
- provide you with information you request from us;
- enforce our rights arising from contracts;
- notify you about changes; and
- provide you with notices about your account.

We use information that we collect about you or that you provide to us, including any Personal Data:

- to provide our Service and its contents to you;
- to provide you with information, products, or services that you request from us or that may be of interest to you;
- to process, fulfill, support, and administer transactions and orders for the Service and other ancillary Services (e.g., consulting, training and other professional services) that you request and we agreed to provide;
- to provide you with notices about your Powow AI account;
- to contact you in response to a request;
- to fulfill any other purpose for which you provide it;
- to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection;
- to notify you about changes to our Service, or any related products or services we offer or provide through the Service;
- in any other way we may describe when you provide the information; and
- for any other purpose with your consent.

Additionally, while you own the Personal Data as described above, as a condition of our provision of the Service, you grant to Powow AI a royalty-free, irrevocable, transferable right and license to use the Recordings, Transcripts and Reports (a) to provide the Service to you and (b) for its internal business purposes, including without limitation, research, development, product improvement, artificial intelligence (AI) development and training, verification of security and data integrity, identification of industry trends and developments and data analytics. Powow AI shall have the right to use and disclose aggregated and de-identified data underlying and contained in Recordings, Transcripts and Reports ("**De-Identified Data Analytics**") for its business purposes, including the development and licensing of data analytics products and reports for its customers generally, provided that such products and reports do not disclose to a third party any personal information, personally identifying information or your confidential information.

Powow AI may copy, modify, adapt, publish, translate, create derivative works from and/or sell and/or distribute De-Identified Data Analytics into any form, medium or technology.

## 5. Disclosure of Your Information

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We do not share, sell, or otherwise disclose your Personal Data for purposes other than those outlined in this Privacy Policy. We may disclose your Personal Data to a few third parties, including:

- our affiliates and third party service providers that we use to support our business;
- to a company we merge, acquire, or that buys us, or in the event of change in structure of our company of any form;
- to comply with our legal obligations;
- to enforce our rights; and
- with your consent.

We do not share, sell, or otherwise disclose your Personal Data for purposes other than those outlined in this Privacy Policy. However, as described in “How We Use Your Information” above, we may disclose aggregated de-identified information about you, your Online Meeting users and participants, and other individuals that may be discussed during Online Meetings, information that does not identify you, Online Meeting users or participants, or the applicable individual, without restriction.

We may disclose Personal Data that we collect or you provide as described in this Privacy Policy:

- To affiliates, contractors, service providers, and other third parties we use to support our business and our Service (e.g., data storage, data processing, payment processing, etc.).
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Powow AI about our Service users are among the assets transferred.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information. And,
- With your consent.

We may also disclose your Personal Data:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our [Terms of Use](#) and other agreements, including for billing and collection purposes. And,

- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Powow AI, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

## **6. Your Rights and Choices Regarding Your Information and Accessing and Correcting Your Information**

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You may review and change your personal information by logging into the Service and visiting your Account Preferences page.

Please [Contact Us](#) if you have any questions or concerns about our collection or use of your Personal Data. You can access and modify certain Personal Data we have about you through our Manage Profile section of our web application ([webapp.powow.ai](http://webapp.powow.ai)) or you can [Contact Us](#) by email or as indicated below. Please notify us of any changes or errors in any Personal Data we have about you to ensure that it is complete, accurate, and as current as possible or to cancel your account. We may not be able to delete certain Personal Data if we believe it would violate any law or legal requirement or cause the information to be incorrect.

## **7. Data Security**

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Information transmitted over the Internet is not completely secure, but we do our best to protect your Personal Data. You can help protect your Personal Data and other information by keeping your password to our Service confidential.

We have implemented reasonable and appropriate data security measures designed to secure your Personal Data from accidental loss and from unauthorized access, use, alteration, and disclosure. The safety and security of your information also depends on you. Where you have chosen a password for the use of our Service, you are responsible for keeping this password confidential. You should not share your password with anyone.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your Personal Data, we cannot guarantee the security of your Personal Data transmitted to our Service. Any transmission of Personal Data is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Service, or in your operating system.

## **8. Changes to Our Privacy Policy**

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We will post any changes to our Privacy Policy on our Service. If we make material changes to our Privacy Policy, we may notify you of such changes through your contact information and invite you to review (and accept, if necessary) the changes.

We may change this Privacy Policy at any time. It is our policy to post any changes we make to our Privacy Policy on this page with a notice that the Privacy Policy has been updated on the

Service's home page. If we make material changes to how we treat our users' Personal Data, we will notify you by email to the email address specified in your account and/or through a notice on the Service's home page. The date this Privacy Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our website and reviewing this Privacy Policy to check for any changes.

## **9. Contact Information**

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You may contact us through the contact information below.

If you have any questions, concerns, complaints or suggestions regarding our Privacy Policy or otherwise need to contact us, you may contact us at the contact information below or through the "Contact" page on our Service.

### **How to Contact Us:**

**Powow AI, Inc.**  
510 Fifth Ave,  
New York, NY 10036  
Email: [privacy@powow.ai](mailto:privacy@powow.ai)