

Privacy Policy

Effective Date: **11/6/17**

This Privacy Policy describes how and when your information is collected, used, and shared by Liven when you or other users use the Liven platform (which includes all Liven websites, apps and related online services that link to this Privacy Policy, which we call the “Services”).

If you are using the Services on a device or account issued to you by your employer or another organization, that entity likely has its own policies regarding storage, access, modification, deletion, and retention of information you submit or provide through the Services.

I. COLLECTION OF INFORMATION

Liven may collect the following kinds of information when you or other users access the Services:

User Data. Through use of the Services, you, your colleagues, your organization, and other users, will directly provide or submit information to Liven. This data includes, for example:

- Contact information, such as full name and email address;
- Demographic information;
- Username and password;
- Work title, department information, and other information related to your work or Organization;
- All content that you create, share or post in audio, video, text, images, and other media or software files that you provide on or through the Services, or that are provided on your behalf, including information in or about the content you provide, such as the location of a photo or the date a file was created;
- Information other people provide about you when using the Services, including when they send a message to you or upload information about you;
- All communications with other users of the Services;
- User communications, feedback, suggestions, and ideas sent to us;
- Billing information; and
- Information you provide us when you or your Organization contact or engage us for support regarding the Services.

Log and Cookie Data. We automatically collect certain information on your behalf through the Services, such as your Internet protocol (IP) address and other browser or device identifiers, browser type, operating system, crash data, Internet service provider, pages that you visit before and after using the Services, the date and time of your visit, information about your activities (such as the links you click and pages you view) within the Services, and other standard server-log information (“Log and Cookie Data”).

In order to provide the Services on behalf of your Organization, we may use cookies, pixel tags, local storage objects, and similar technologies to automatically collect this information.

Your browser or device may offer settings related to these technologies. For more information about whether these settings are available, what they do, and how they work, visit your browser or device's help material. We may not recognize or respond to browser or device signals around tracking, and some settings may interfere with your use of features we offer. Additionally, the settings offered by a browser or device often apply only to that particular browser or device.

We may also receive information from our third party partners on your Organization's behalf for some of the purposes described in Section II below.

II. USE OF INFORMATION

Liven will use information we collect to provide, develop, and improve the Services on your behalf. Examples of such use include but are not limited to:

- Communicate with users and administrators regarding their use of the Services;
- Enhance the security and safety of the Services for your organization and other users;
- Personalize your and your organization's experiences as part of our provision of the Services;
- Develop new tools, products, or services for your organization;
- Associate activity on our Services across different devices operated by the same individual to improve the Service which we provide to your organization;
- Associate activity on our Services across different devices operated by the same individual; and
- Conduct data and system analytics, including research to improve the Services.

We may also use the information we collect in order to operate, maintain, and improve the systems and infrastructure that provide the Services. You authorize us to do so and acknowledge that this may also result in improvements to the Liven Services, since centralized systems and infrastructure support the Services and Liven Services. For example, we may use crash logs from your use of the Services to identify and fix bugs that may also be present in other Liven Services.

III. DISCLOSURE OF INFORMATION

We may, as directed or approved by your Organization, disclose the information that we collect in the following circumstances:

- To your organization, network administrators, and other users authorized by your organization to access the requested information;
- To third-party service providers that are in the United States and in other countries where such service providers assist in providing the Services or part of the Services;
- To third-party apps, websites, or other services that you can connect to through the Services;
- In connection with a substantial corporate transaction, such as the sale of our Services, a merger, consolidation, asset sale, or in the unlikely event of bankruptcy or insolvency;
- To protect the safety of any person; to address fraud, security or technical issues; or to protect Liven's rights or property; and
- As otherwise directed or authorized by you or your organization

Legal Requests. If we receive a subpoena, warrant, discovery order or other request or order from a law enforcement agency, court, other governmental entity, or litigant that seeks data relating to the Services (collectively a "Legal Request"), we will make reasonable attempts to direct the requesting party to seek the data directly from your Organization. If we ask the requesting party to direct the request to the Organization, we will provide your Organization's contact information to the requesting party. If legally compelled to produce information and unless legally prohibited, we will use reasonable efforts to notify your Organization so they can notify you pursuant to your Organization's policies and as permitted by law. We will direct any requests for information under data protection laws to your Organization, unless prohibited by law.

Aggregate or de-identified data. We may also disclose information that has been aggregated or that otherwise does not personally identify you to third parties and affiliates who may use it for analytics, trends and analysis to improve and provide our products and services and the products and services provided by the Liven Family of Companies described here.

IV. SAFETY AND SECURITY

We use the information we have to help verify accounts and activity, and to promote safety and security on and off of our Services on your behalf, such as by investigating suspicious activity or violations of our terms or policies. We work hard to protect Your Account using teams of engineers, automated systems, and advanced technology such as encryption and machine learning. For example, we may deploy automated technologies to detect abusive behavior and content that may harm our Services, you, other users, your organization or others.

V. ACCESSING AND MODIFYING YOUR INFORMATION

You and your organization may access, correct, or delete information you have uploaded to the Services by using the tools within the Services (for example, editing your profile information) provided by us.

Changes you make to your information on the Services take immediate effect, but data will be retained by Liven in backup copies for a commercially reasonable amount of time.

VI. DATA LOCATION AND PRIVACY SHIELD

In providing the Services to you and in using the service providers referred to in this Privacy Policy, you understand that information may be stored or processed in different locations around the world by us on your Organization's behalf. For example, information collected within the European Economic Area ("EEA") may be transferred to countries outside of the EEA for the purposes described in this policy.

For users outside the US and Canada, you acknowledge that using the Services may result in Liven receiving personal information from you.

VII. THIRD-PARTY LINKS AND CONTENT

Some of the Services may contain links to content maintained by third parties that we do not control. We are not responsible for the privacy practices of these third parties, and we recommend that you visit the privacy policies of each website that you visit.

VIII. ACCOUNT CLOSURE

If you would like to stop using the services, you should contact us. Similarly, if you stop working for or with the organization, the organization may suspend your account and/or delete any information associated with Your Account.

It may take some time to delete an account on behalf of your organization after account closure, but some information may remain in backup copies for a reasonable period of time. Please note, content you create and share on the Services may remain on the Services and be accessible even if you deactivate or terminate your account.

IX. CHANGES TO THE PRIVACY POLICY

We may update this Privacy Policy from time to time. When we update the Privacy Policy, we will revise the “Effective Date” date above and post the new Privacy Policy.

X. CONTACT US

If you have any questions about this Privacy Policy or our practices, contact us.

If you have further questions about this Privacy Policy, or wish to learn more about our privacy practices, including transfers under the Privacy Shield, please contact your Organization or contact us by email at hello@liven.io.