

# The Network Roundtable LLC

## PRIVACY POLICY

Last Modified: November 11, 2019

Effective Date: November 11, 2019

The Network Roundtable LLC, a Virginia limited liability company (referred to in this Privacy Policy as “TNR”, “we”, “us”, or “our”) respects your privacy and we are committed to protecting it through compliance with this Privacy Policy.

**1. Introduction.** This Privacy Policy describes the types of information we may collect through your use of the Connected Commons websites located at <https://connectedcommons.com>, <https://accelerator.connectedcommons.com>, and <https://network-toolkit.com> (or any subdomains of those domain names) (collectively, the “*Connected Commons Websites*”), or your participation in online assessments, team or group diagnostics, research projects (collectively, our “*Projects*”), or other related projects or services (all of the foregoing are collectively referred to herein “*Our Services*”) and our practices for collecting, using, maintaining, protecting, and sharing that information. This Privacy Policy applies to all information that we collect through the Connected Commons Websites and your participation in Our Services. This Privacy Policy does not apply to information that you provide to third parties or that we may collect from you or about you in other ways, including through e-mails you may send to us or through third parties.

**2. Updates to Privacy Policy.** As technology changes and based on feedback from participants in Projects and other third parties, we may occasionally update this Privacy Policy from time to time. We encourage you to periodically review this Privacy Policy to understand how we will collect and use your information. Information which we collect from you and which is governed by this Privacy Policy will be governed by the terms of the Privacy Policy in effect at the time of our receipt of such information.

**3. Children Under Age 13.** We are committed to protecting the privacy of children under the age of thirteen (13) years (each a “*Child*” and collectively, “*Children*”). Use of Our Services by Children is prohibited. Our Services are not designed for or marketed to Children, and we do not knowingly collect Personal Information (as defined below) from Children. If we learn we have collected or received Personal Information from a Child, we will delete that information. If you believe we might have any information from or about a Child, please contact us at: [info@networkassessments.org](mailto:info@networkassessments.org).

**4. Definitions.** As used in this Privacy Policy:

**4.1. “Personal Information”** means personally-identifiable information (information relating to an individual that can be used to identify, locate, or contact that individual, alone or when combined with other personal or identifying information), such as: name, home or physical address, e-mail address, phone number, or personal characteristics, government-issued identification numbers, Payment Information (as defined below), Sensitive Information (as defined below), or any other information about an individual that we collect through Our Services and maintain in personally identifiable form in combination with other personally-identifiable information.

4.2. “*Payment Information*” means credit or debit card numbers, card type, card issuer, expiration dates, CVV/CSV/CSC or other security code, bank account numbers, and routing numbers.

4.3. “*Sensitive Information*” means government-issued identification numbers (such as Social Security numbers, passport numbers, and driver’s license numbers), login or authentication credentials (such as passwords) for third party sites and services, and other similar information.

4.4. “*Non-Personal Information*” means information or content other than Personal Information, including, for example, aggregated, anonymized, or de-identified about participants in Projects and other information that does not identify any individual.

## 5. Types of Information Collected.

**5.1. Visitor Information.** We may automatically collect information about you when you use the Connected Commons Websites, such as the pages and other materials you access, the amount of data transferred, the links you click, the amount of time you spend interacting with each page, and other information about your interactions with the Connected Commons Websites, as well as certain standard information that your browser sends to every website that you visit, including your Internet Protocol (IP) address, operating environment (such as browser type and version, browser plugins installed, operating system version, regional and language settings, screen size and/or resolution, windows size, and page size), access dates and times, and referring websites. The Connected Commons Websites may use cookies, flash cookies, web beacons, and other technologies for a variety of purposes, such as saving and retrieving information about you, your visit, and assisting in displaying relevant promotions and advertising to you. We may use such technologies to share Non-Personal Information with third parties or to retrieve Non-Personal Information from third parties. At this time, the Connected Commons Websites do not respond to “Do Not Track” signals sent to us by your browser.

**5.2. Google Analytics.** We may, from time to time, use a tool called “Google Analytics” (including Google Analytics Demographics and Interest Reporting features) to collect information about your use of Our Services, which helps us provide content that is relevant to you and optimized for the devices that you use (such as smartphones and tablets). We respect and value your privacy, and we never combine the information collected through the use of Google Analytics with your Personal Information. We use the information we receive from Google Analytics only to improve Our Services and our content and marketing. Google’s use and sharing of information collected by Google Analytics about your visits to this site is restricted by the Google Analytics Terms of Use (<http://www.google.com/analytics/tos.html>) and the Google Privacy Policy (<http://www.google.com/privacypolicy.html>). **For more information, see “How Google uses data when you use our partners’ sites or apps” at [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/).** You can opt-out of Google Analytics for Display Advertising and customize Google Display Network ads using Google’s Ad Settings (<https://www.google.com/settings/ads>) tool. As an added privacy measure, you can use the Google Analytics Opt-out Browser Add-on (<https://tools.google.com/dlpage/gaoptout/>).

**5.3. Information You Provide.** We collect Personal Information and Non-Personal Information that is voluntarily provided by users of Our Services, including by participants in our Projects. Our most common method of collecting Personal Information and Non-Personal

Information is to ask participants in a Project to submit such information by completing a questionnaire, survey, or assessment through the Connected Commons Websites. In such questionnaire, survey, or assessment, we may ask participants to provide various types of information, such as name, gender, ethnicity (optional), e-mail address, current level of education, current income range, current tenure in the participant's organization, current tenure in the participant's industry, current age range, the participant's level in his or her organization's hierarchy, information about the participant's role and tenure in that role, information about the participant's career satisfaction, information about collaborative practices, and questions soliciting personal opinions regarding certain topics relating to the particular Project. We will store and use such information only in accordance with this Privacy Policy.

**5.4. Sensitive Information.** We do not collect or store any Sensitive Information. If you are asked to provide us with any Sensitive Information, please exercise caution as this may indicate a scam or other unauthorized attempt by a third party to obtain such information. Please contact us directly before providing or submitting any requested Sensitive Information.

## **6. Use of Personal Information.**

**6.1.** We will only store and use your Personal Information as is reasonably necessary or appropriate in connection with your use of Our Services, including: (a) to contact you in connection with your use of Our Services, including to respond to your inquiries; (b) to provide a report, analysis or recommendations to you relating to the subject-matter of the Project (for example, a report providing specific recommendations as to how you can collaborate with others more efficiently); (c) for authentication and identification purposes; (d) to enable us to provide Our Services; (e) to process your orders and to provide you with notices about your membership or your orders; (f) to fulfill any other purpose for which you provide such information to us; (g) in any other way we may describe when you provide the information; (h) to carry out our obligations and enforce our rights; and (i) to protect our networks, data, software, or business interests. You understand and agree that we may transfer, process, maintain, and store your Personal Information and other information in any country (or in multiple countries), including countries other than your country of residence or the country or countries where you participate in Projects or otherwise use Our Services.

**6.2.** We are committed to protecting your privacy and we will not sell, lease, or disclose your Personal Information to any third party except as described in this Privacy Policy. We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. We do not share Personal Information with our advertisers unless you opt-in to such sharing as described in Section 7 below. However, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

**6.3.** In addition to using and disclosing your Personal Information in the manner described above and elsewhere in this Privacy Policy, we may disclose your Personal Information:

**6.3.1.** to any person, entity or organization which you consent for us to disclose your Personal Information to, including without limitation, your employer or any person or entity which is sponsoring the Project for which you provided Personal Information;

**6.3.2.** 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 Information held by us about our users is among the assets transferred;

**6.3.3.** to our research partners, collaborators, and business partners with whom we are conducting the Project for which you provided Personal Information or who we are otherwise working with in connection with such Project;

**6.3.4.** to our affiliates and to our business partners and agents who provide hosting services, and website and technical support providers, as is necessary or required in connection with the operation, maintenance, and support of Our Services;

**6.3.5.** to any person, entity or organization in order to facilitate the provision of Our Services, such as providing your name, address, and Payment Information to our third party payment processor if you order any products or services that we may offer from time to time;

**6.3.6.** to comply with any legal requirements, subpoena, discovery requests, or court orders, to defend any legal or administrative proceedings, or as we believe in good faith is necessary to comply with any laws or legal requirements;

**6.3.7.** as we believe is necessary or appropriate in an emergency situation, including without limitation, to prevent criminal activity, personal injury or property damage;

**6.3.8.** to law enforcement, financial institutions, or other appropriate authorities in connection with any investigation of suspected criminal or fraudulent activity by any person or entity; and

**6.3.9.** if we believe it is necessary or appropriate to protect the rights, property, or safety of the TNR, our affiliates, our users, or third parties.

**7. Opt-In Sharing Features.** We will not knowingly disclose your Personal Information to a third party if we know or have reason to believe that the third party will use your Personal Information for direct marketing purposes, unless you choose to opt-in to such sharing.

**8. Use of Non-Personal Information.** We may use Non-Personal Information (including, for example, aggregated information about our users or information that does not identify any individual) for any purposes whatsoever (including without limitation, advertising, marketing, enhancing, designing, or developing products and/or services, and research), and we may share Non-Personal Information with others, including our partners, affiliates, and our service providers. Examples of how we may use Non-Personal Information include: (a) providing participants in a Project with Non-Personal Information regarding other participants in such Project to show how participants compare to their peers; and (b) storing and analyzing Non-Personal Information to analyze Project results, to improve Projects, and/or to develop or create appropriate strategies and recommendations.

**9. Cookie Policy.** We may use cookies and other similar technologies, such as HTML 5 local storage, to provide the Connected Commons Websites to you.

**9.1. Cookies and Local Storage.** Cookies are small text files placed onto your device when you visit and interact with the Connected Commons Websites. Local storage is a technology that allows a website or application to store information locally on your device. These technologies enable us to provide and enhance your experience using the Connected Commons Websites.

**9.2. How We Use Cookies and Local Storage.** We use these technologies to provide the Connected Commons Websites to you and to analyze and improve the Connected Commons Websites, and other aspects of the Connected Commons Websites. Our uses generally fall into one of the following categories:

**9.2.1. Essential Processes and Security:** To enable essential functions of the Connected Commons Websites, such as to facilitate logging you in to the Connected Commons Websites, facilitating payments, protecting your security, and helping us fight spam, abuse, and violations of your agreements with us.

**9.2.2. Preferences:** To remember information about your browser and your preferences.

**9.2.3. Performance, Analytics, and Research:** To help us understand and measure how you use the Connected Commons Websites and to improve Our Services.

**9.3. Blocking and Removing Cookies.** We are committed to protecting your privacy, as described in this Privacy Policy. Most browsers allow you to modify your settings to accept or deny all cookies or to request your permission each time a website attempts to place a cookie on your device, and most browsers allow you to delete cookies that have already been placed on your device. However, the Connected Commons Websites will not function properly if you prevent the Connected Commons Websites from placing cookies on your device.

**10. Payment Information.** We currently use Authorize.Net (“Authorize.Net”), a third party payment processor, to process payments for orders. Your payment card information collected through the Connected Commons Websites is transmitted directly to Authorize.Net and is not stored by TNR. You acknowledge and agree that the processing of payments for orders is subject to the Authorize.Net Terms of Use (<https://www.authorize.net/about-us/terms/>) and the Authorize.Net Privacy Statement (<https://www.authorize.net/about-us/privacy/>) and that we are not responsible for any acts or omissions of Authorize.Net.

**11. Security; Release of Liability.** We have implemented measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration, and disclosure, including the use of TLS to encrypt information you send through the Connected Commons Websites. The safety and security of your information also depends on you. You are responsible for safeguarding the username and password associated with your accounts for the Connected Commons Websites and notifying us immediately if you suspect your username and password have been compromised. Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your Personal Information, we cannot guarantee the security of your Personal Information transmitted to or through Our Services. Any transmission of Personal Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained in Our Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU FOREVER RELEASE US FROM ALL

LIABILITY ARISING AS RESULT OF THE UNAUTHORIZED ACCESS, USE, OR DISCLOSURE OF ANY OF YOUR PERSONAL INFORMATION BY ANY THIRD PARTY.

**12. Third Party Sites.** The Connected Commons Websites and Our Services may contain links to other websites that are operated by third parties. Once you have clicked on a link connecting you to such third party website, you will leave Our Services and be taken to a website that we do not control. This Privacy Policy does not apply to any Personal Information (or other information) collected on a third party site. We suggest you read the privacy policy of the third party site before providing any Personal Information on such third party site. We are not responsible for any use by any person or entity of any information that you may provide while accessing or using any websites or services provided by a third party.

**13. Access to and Change of Personal Information.** You may contact us at any time to: (a) request the removal of the Personal Information you provided to us from our databases; and (b) update your Personal Information. However, certain information associated with financial transactions related to Our Services may be retained permanently for legal, tax, and business reasons. In addition, because certain Personal Information may be necessary to provide Our Services to you, you understand that the removal of that Personal Information may require us to terminate your membership or delete your account for the Connected Commons Websites. When your Personal Information is updated or deleted, copies of such information may remain in our backups for a period of time.

**14. Nevada Residents.** Nevada residents who wish to exercise their sale opt-out rights under Nevada Revised Statutes Chapter 603A may submit a request to this designated address: [info@networkassessments.org](mailto:info@networkassessments.org). However, please know that we do not currently sell data triggering that statute's opt-out requirements.

**15. Contacting Us.** You may contact us with questions relating to this Privacy Policy by email at [info@networkassessments.org](mailto:info@networkassessments.org).