

Privacy Policy

Dated 16 Sep 2016

This Privacy Policy describes the types of information that may be collected and the manner in which any such information is collected and used by Smart911 and Rave Guardian ("The Services"), services of Rave Wireless, Inc. ("Rave"), either directly or in conjunction with Clients who have contracted with Rave to provide services to their constituents (e.g. employees, students, citizens, etc.). We understand that our Subscribers place great trust in us to keep their critical care information confidential and to provide that information to the appropriate emergency response personnel in a secure and reliable manner when the information is most needed.

The disclosure of personally identifiable information ("PII") is a sensitive and serious issue, and Rave considers it imperative to protect the privacy of registrants ("Subscribers"). Therefore, Rave will collect and use PII in accordance with the terms of this Privacy Policy and for the purpose of enabling you to get the maximum benefit from The Services.

1. Registration and Subscriber Profile

In order to register as a Subscriber, you must provide certain PII. Rave receives PII and critical care information from Subscribers for the express purpose of making that information available to emergency response teams which have contracted for The Services ("Client") in the event of a 9-1-1 call or other emergency. The PII may include information such as your name, street address, phone number, email address, username, medical or household information, password and other data. All such PII which you provide will be stored on Rave's computers and will be subject to this Privacy Policy. Rave owns or otherwise controls the servers that process and store PII and any other content ("Content") that you publish, display, or otherwise make available to The Services in any form. Rave will endeavor to use reasonable efforts and standard industry practices to keep PII confidential and to protect it from unauthorized use. The security measures employed by Rave are described in Section 5 hereof.

However, Rave may share PII from the registration page(s) with a third party to execute a specific request made by you, as set forth in Section 2 hereof.

Should a Subscriber include information about any adults or children, whether related or unrelated to the Subscriber, as part of the Subscriber Information, Subscriber takes full legal responsibility for including or not including that information as part of the Subscriber Information on Rave's databases. As a practice and for your privacy, Rave does not review or verify critical care information provided by a Subscriber. However, Rave reserves the right to review information that has been brought to our attention due to a data anomaly. (For example, if 100 people were listed as residing in the same household, such information would be considered unusual and could lead us to attempt to validate the number of residents as part of testing for data errors.) Please see the terms and conditions of service in The Services Terms of Use Agreement.

Rave may use aggregated Subscriber data for external purposes (such as reporting total users registered for The Services) and internal purposes (such as maintenance of software used in connection with the provision of its services); provided that such information shared with third parties will be aggregated in a manner that prevents Subscriber PII from being identified to, or associated with, a particular Subscriber.

2. Third Parties

Rave will not sell or lease your PII to third parties except as permitted by this Privacy Policy. We may share your PII with third parties in the following circumstances:

a) if sharing your information is necessary to execute a specific request by you or a Client (e.g. your wireless phone number may be passed to a third party to locate the device during the course of an emergency). In these specific cases, Rave attempts to ensure, including through the use of Confidentiality Agreements, that third parties will not retain, share or store any PII except to provide the specific services requested by you. Specific instances of permitted disclosure of PII include:

1. In the event an emergency call or other direct communication is placed from any of the Subscriber Phones associated with a Subscriber Account, and provided that the agency receiving the call has The Services technology,

Subscriber's critical care information may be displayed on the answering operator's work station screen or to emergency responders.

2. In the event a non-9-1-1 call is made to a public safety agency from any of the Subscriber Phones associated with a Subscriber Account and is then routed into a 9-1-1 system, if the receiving 9-1-1 agency has The Services technology, the Subscriber's critical care information may be displayed on the 9-1-1 operator's work station screen.

In these situations, once information is passed to the local 9-1-1 authorities, Rave no longer has control over the transmission of the information. It may be conveyed verbally over an unsecured radio or transmitted in some other way to the responding emergency response team or others.

3. In the event an Emergency Service Provider uses The Services database query tools, and your Subscriber Information includes an address within the querying Emergency Service Provider's jurisdiction, and a portion of your Subscriber Information matches the Emergency Service Provider's query criteria, and if you have elected to participate in this portion of the The Services service, your Subscriber Critical Care information will be displayed in the search results presented to the Emergency Service Provider.

b) Rave believes in good faith that disclosure is reasonably necessary to: (a) comply or enable compliance with (i) any law or regulation, (ii) a judicial or criminal proceeding, action, or investigation, (iii) a Client's internal proceedings or investigations for alleged violations of the Client's policies or codes of conduct, or (iv) a court order or legal process served on or otherwise applicable to Rave or a Client; (b) to enforce the Terms of Service that govern your use of The Services; or (c) to protect the rights, property or personal safety of a Client, Rave, the wireless carrier providing access to the Services, other Members or the public.;

c) if Rave sells assets or is acquired by or merges with another company, in which event your PII may be disclosed to the acquiring or successor company for the purpose of allowing the continuation of your The Services service; or

d) if you give Rave explicit permission to share your PII for any reason not stated in this Privacy Policy.

Rave is not responsible for the actions or inactions of any third party receiving your PII as permitted herein, including without limitation the disclosure or use of

PII by such third party. These third parties may have their own respective privacy policies governing their use, protection and disclosure of your PII.

3. Cookies and Log Files

The Services may use cookies and web log files to track Member usage on an aggregate and anonymous basis.

4. Children

The Services will not knowingly provide access to The Services to persons under the age of eighteen (18) without parental consent. If Rave learns that a Member is under the age of eighteen (18) and does not have parental consent, appropriate steps may be taken to remove the Subscriber's PII from the database and restrict the individual from future access to The Services. Any registration by, use of or access to the Sites by anyone under 13 is unauthorized, unlicensed and in violation of the The Services Terms of Service.

5. Security

Rave has implemented security measures to protect Member PII from loss, misuse and alteration. Rave uses practices that it believes are industry-standard, such as encrypted storage, firewalls and password protection systems, to safeguard the confidentiality of your PII. Passwords are encrypted and hidden from System Administrators, and other types of PII may be encrypted using industry best practices. Only authorized Rave personnel are permitted to access PII, and these personnel are required to treat this PII as confidential. Despite these precautions, it is not possible to guarantee the security of PII, including PII stored on a computer or transmitted over the internet, a computer network, or by wireless carrier. Accordingly, Rave cannot guarantee that unauthorized persons will not obtain access to PII.

6. You Have Control Over Your Personal Information

You can change your PII stored in The Services at any time, whether it be the information supplied at registration, as part of your Profile or Account, or anything else. You may change information by logging in and accessing the Account Management page.

You may terminate The Services service at any time. Should you decide to terminate The Services, none of your Subscriber PII or critical care information will be released to emergency service providers in connection with any subsequent 9-1-1 call by any phone associated with your Subscriber account from the time The Services receives your service termination request.

Rave reserves the right to suspend or disconnect service for phone numbers that are no longer valid.

7. Storage of Personal Information

Rave may store or archive snapshots, or a then-current profile and PII associated with a Subscriber, as it was presented to a Client in the event any phone associated with such Subscriber account places a 9-1-1 call or such Client queries The Services database based upon the Subscriber's pre-authorization, for a period of up to 2 years (or longer where otherwise required). This information (including, without limitation, PII) remains subject to disclosure pursuant to the terms and conditions of the then-current version of this Privacy Policy or as otherwise required by any applicable laws and regulations.

8. Changes to this Privacy Policy

Rave may update this Privacy Policy at any time. The latest version of the Privacy Policy will always be available here, and the most recent revision date will be indicated at the top of this page. Please check this page occasionally to make sure you are aware of any updates. Questions regarding this Privacy Policy should be sent to techsupport@ravemobilesafety.com