

IBRYTE PRIVACY POLICY

MAY CHANGE FROM TIME TO TIME

PLEASE CHECK BACK FREQUENTLY FOR UPDATES

Effective as of May 21, 2010

iBryte has established this Privacy Policy to inform you how we collect and use the personal information that you provide to us and to others in the course of using our Services and to allow you to make an informed decision about how you will use our Services. Our “Services” include the iBryte software, the iBryte website, located at www.ibryte.com and those domains directly associated with it, and all related services, applications, components, programs, software, listings, directories, tools, databases and information made available and utilized through each of the foregoing. References to “you” in this Agreement means you, your duly authorized representatives and any entity you may represent in connection with your use of the Services.

By using our Services, you are consenting to the terms of this Privacy Policy and acknowledge that information you provide to us through the Services will be subject to our information practices disclosed herein. If you do not agree to be bound by this Privacy Policy, you should not use our Services.

This Privacy Policy addresses only our practices with respect to information we collect about you in the course of using our Services and does not apply to information about you that might be collected by a third party website or an offering linked to or otherwise accessible from our Services. Any information collected, obtained and/or used by any such third parties is subject to the privacy policies of those third parties. We encourage you to review the policies of such third parties. Finally, to the extent any of our Services are undertaken in conjunction with or as a co-branded service with a third party, then both our Privacy Policy and such third party’s privacy policy may apply.

The Information About You That We Collect

When you use our Services, you provide iBryte with information, including personally identifiable information, both directly through your own input, and indirectly, through your use of and interaction with the Services. Based on the Services you use, the information we may have access to, obtain, retain and use may include:

- Information that you have provided to third party services that are integrated with the Services (such as social networking sites, for example), such as your name, e-mail addresses, social networking identifiers, birth date or gender, and similar information
- Information made available by you in the course of normal use of our Services such as, but not limited to, the features of the system that you use and how you

use them Information about the websites you visit and those which you transmit or share using our Services

- Information about your use of our Services, such as the frequency with which you use them, how you use and interact with them, when you visit them, and your responses to the offerings and advertisements made available to you through them, among other things
- Information about the searches you perform through the Services' search functionality, including without limitation the queries you submit, the results received in response to such queries and how you use the results of those searches
- Information about any interactions you might have with our customer service tools and personnel about your use of our Services
- Other information that may be obtained based on your use of a particular Service or offering; and/or
- Information of a technical nature that may be gathered or received when you use the Services, including, without limitation, the following:
 - The type of browser you are using when using our Services (e.g., Internet Explorer, Safari, and other browsers);
 - Your means of connecting to the Internet (e.g., connection speed through broadband or narrowband access);
 - Your operating system type, whether Windows XP, Mac OS, and CPU type (for example, Pentium);
 - Your Internet protocol (IP) address and information about the version of any software comprising a portion of the Services that you use; and/or
 - Any information that may be gathered regarding your geographic location and the domain name of your Internet service provider (ISP);
 - Diagnostic information which describes how our Services are operating on your system

All of the foregoing information is collectively referred to hereinafter as Your iBryte Information. We may also supplement Your iBryte Information with additional information from other third parties in some cases. Additionally, those portions of the Services comprised of software have been configured to communicate to us any information relating to computer errors arising from use of such software, without providing any notice to you of the deliver of such communications. Such communications may include the configuration settings applicable at the time of the error. We use this data to help us clarify and fix performance issues with and to improve the software and the Services.

How iBryte Uses the Information We Gather

Your iBryte Information is used to

- Operate and improve upon the Services, including all constituent parts of the Services such as the software, the websites and the various offerings, among other things;
- Provide to you advertisements and content which is personalized to you;

- Satisfy your requests for products, offerings, programs, and services;
- Respond to any inquiries, questions and/or comments you might have and to otherwise communicate with you;
- Research and analyze your use of the Services; and
- Present you with offers for other products, offerings, programs, features and/or services that may be of interest to you.

We will not share your iBryte Information with third parties unless:

- You have given us your prior consent to disclose such information;
- To any of our parent or subsidiary companies.
- Such information is needed to complete a transaction you have requested;
- We must disclose some or all of Your iBryte Information to authorized officers of the court in order to comply with valid legal process or to act in other urgent situations (as further discussed below);
- Such information is needed by a company that works for us in providing you with our Services, in which case they will only get that portion of Your iBryte Information they need to help us deliver our Services and they will only be allowed to use that portion of Your iBryte Information when we request it and pursuant to our instructions; and
- Another party receives the information you provide through portions of our Services which may be “Co-Sponsored” with a third party. A “Co-Sponsored” page or service is one which has both our name, iBryte, on it and another party’s or parties’ name, branding, logos, graphics on it in such a way that is clear that it is a Co-Sponsored Service. Any information you voluntarily provide on a “Co-Sponsored” page or through a “Co-Sponsored” service will be accessible, retained and used by either party and in accordance with this Privacy Policy and the third party privacy policy. Accordingly, please be sure you have read both the partner's and iBryte's privacy policies before providing information to or on such Co-Sponsored service or webpage.

We may use contractors and agents in order to help us operate and provide the Services. If any such contractors and agents have access to personally identifiable information, we require them to protect this information in a manner that is consistent with this Privacy Policy. Additionally, you should be aware that our own personnel may occasionally have access and be exposed to random information, some of which may be Your iBryte Information, as it goes through the iBryte servers. Our personnel are also obligated to comply with and to protect this information in conformity with our Privacy Policy.

We note above, but it is worth reiterating here, that Your iBryte Information, as well as other information about you as a user of our Services, may be disclosed by us to those authorized officers of the court in response to valid legal process, including without limitation, a valid court order, search warrant or subpoena), as well as in other circumstances if we believe in good faith that there is an emergency that poses a threat to the safety of you or another person or that the Services are being used in the commission of a crime by your or another third party. Furthermore, we may disclose Your iBryte

Information to protect our own rights, Services and property or those of our affiliated providers, in addition to providing you with the Services you have requested.

In the event that ownership of all or a portion of the Services currently provided by iBryte were to change as a result of a merger, acquisition or transfer to another company, Your iBryte Information may be transferred as well.

Web Beacons and Cookies

In providing the Services to you, we may use web beacons and cookies or similar technologies in conjunction with Your iBryte Information to personalize and improve your use of and experience with the Services, including, without limitation, to operate and improve the Service's offerings; to present, measure and research the effectiveness of our Service's offerings, advertisements, and communications to you, such as by determining which pages you visit, which ads you click on, communications you respond to, and functionality you use; to store and allow retrieval of information that you have provided to third party services that are integrated with the Services, and configuration preferences; and to customize the content and advertisements provided to you through the Services. In addition, third party advertisers on our site might also use cookies or web beacons downloaded through our Services to accomplish many similar goals in connection with the effectiveness of their advertising through our Services and in general. We do not have access to the cookies or web beacons employed by advertisers through our Services and such cookies or web beacons are not governed by this Privacy Policy, but rather by the privacy policy of such advertiser.

Web beacons or clear GIFs are relatively small pieces of code placed on webpages that can be used for a number of purposes, including counting the users who visit that webpage, or to deliver a cookie to the browser of a user viewing that page. A cookie is a small text file transferred from iBryte to your computer that records information about your preferences and use of the Services. We may also use such cookies to help us identify your location by determining your IP address, or to allow us to recall certain Service settings that you have chosen previously. You can control cookies through your browser's settings. However, if you reject all cookies, you may not be able to take advantage of most our Service offerings.

Direct Marketing Offers

During your use of the Services, you may be asked if you would like to receive certain promotional offerings from us, as well as certain of our partners. If you consent to receive such offers, you consent to our and/or our partners' use of Your iBryte Information to contact you and communicate with you about such promotions, including your SMS, email, or other electronic communications methods (generally referred to hereinafter as "Direct Marketing").

For purposes of clarity, Direct Marketing does not mean communications made to you or information sent to you by iBryte through any means, including without limitation any of

the aforementioned means, pertaining to your registration for the Services, the features of the Services, including new, modified or discontinued features, or the fulfillment or completion of certain transactions you have requested or initiated through the Services, such as a purchase or service order. In addition, our provision to you of advertising through the Services or the provision of advertising from our partners through the Services does not constitute Direct Marketing. In connection with the provision of such advertising from our partners, we may provide them with aggregate data about groups of users, or specific data about individual users, including you, provided that in either case, such information is not capable of personally identifying you, unless otherwise agreed by you.

Username and Password

You are responsible for keeping the password you use for third party services that are integrated with the Services confidential and secret. As such and for other important security reasons, we urge you to keep any such password secure and safe at all times. By using our Services, you acknowledge that you and you alone are responsible for the security of any username and password.

We Are Committed to Security

iBryte has established safeguards and maintains strict protocols to help prevent unauthorized access to or misuse of Your iBryte Information. However, notwithstanding these safeguards and protocols, we cannot guarantee that your personally identifiable information will never be disclosed in a manner inconsistent with this Privacy Policy. As an example, a third party may act in an unauthorized manner, including by violating applicable law and/or our Terms of Use, End User License Agreement, and this Privacy Policy (collectively, our “Terms of Service”) in order to access the Services in a manner which would allow access to your personally identifiable information.

General Internet Hazards

Any time you receive files over the Internet from third parties, regardless of the application used, whether iBryte, email or other application, you may be subjecting yourself to receiving harmful files or files that are not compatible with your operating system. Prior to accepting any files from any Internet user, including those from an account that appears familiar to you, we highly recommend verifying that the person sending you such files is the person you believe he or she is. You should be extremely careful about accepting files from users you do not trust, from users you do not know, or from users whose identity you have not been able to confirm. You should also be aware that communications sent over the Internet are not secure unless they are encrypted. iBryte does not encrypt your communications through the Services. Further, your communications made through iBryte may be routed through different countries which may have different laws, rules, regulations and standards regarding activities on the Internet. As such, iBryte cannot accept any responsibility for any unauthorized access to your communications made through the Services or any loss of data.

European Union Members - International Transfer of Data

Our Services are international in scope. By using the Services you consent to Your iBryte Information being sent and processed in other jurisdictions, including the United States and other jurisdictions outside the European Union and European Economic Area where there may be less stringent data protection laws.

Children Under Age 13

Our Services are intended for a general audience, and children under the age of thirteen are not permitted to use the Services. We do not intentionally solicit or collect personal information from anyone under the age of 13. If you believe that we might have any information from or about a child under age 13, please contact us at info@ibryte.com.

Children Between the Ages of 13 and 18

We strongly recommend that minors between the ages of 13 and 18 ask their parents permission before sending information about themselves to anyone over the Internet or receiving any information from persons unknown to them.

How You May Unsubscribe

You may receive administrative communications from us regarding your use of our Services. You may also receive promotional communications from us. While you cannot opt-out of receiving administrative communications, you can opt-out of receiving promotional communications from us by contacting us by emailing us at unsubscribe@ibryte.com or by following the instructions provided by us in a promotional email communication.

Changes to this Privacy Policy

iBryte may update this Privacy Policy from time to time in its sole discretion, as reflected in the “Effective as of” date above. As such, you should review this Privacy Policy frequently. This Privacy Policy is subject to our Terms of Use and End User License Agreement with respect to governing law, venue, dispute resolution, limitation of damages and intellectual property ownership.

Who We Are

Any references made in this Privacy Policy to “us”, “we”, “our” and/or “iBryte” shall be deemed to have been made to MIVA AK, Inc., its subsidiaries, affiliates, successors, assignees, as well as any company that controls MIVA AK, Inc., directly or indirectly, and any other subsidiary of that controlling company.

More Information

For more information about protecting your privacy, you may wish to visit <http://www.netcoalition.com> and <http://www.privacyalliance.org>. In addition, the Federal Trade Commission Consumer Response Center offers a helpline at 1-877-FTC-HELP (1-877-382-4357) to allow consumers to make comments or inquiries regarding companies and business practices.

If you have questions about this Privacy Policy, please contact us at legal@ibryte.com or write to us at:

iBryte
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