

SafeTown™ Privacy Policy

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 SafeTown ("SafeTown"), a service of COLOSSUS, INCORPORATED d/b/a InterAct Public Safety Systems ("InterAct"), in connection with the service and applications offered by InterAct either directly or in conjunction with Clients who have contracted with InterAct 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 InterAct considers it imperative to protect the privacy of registrants ("Subscribers"). Therefore, InterAct 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 SafeTown.

1. Registration and Subscriber Profile

In order to register as a Subscriber, you must provide certain PII. InterAct 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 SafeTown ("Client") in the event of a 9-1-1 call, natural disaster, 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 InterAct's computers and will be subject to this Privacy Policy. InterAct 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 SafeTown in any form. InterAct 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 InterAct are described in Section 5 hereof. However, InterAct 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 InterAct's databases. As a practice and for your privacy, InterAct does not review or verify critical care information provided by a Subscriber. However, InterAct 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 SafeTown Subscriber Terms of Use Agreement.

InterAct may use aggregated Subscriber data for external purposes (such as reporting total users registered for SafeTown) and internal purposes (such as maintenance of SafeTown 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

InterAct 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, InterAct attempts to ensure 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 a 9-1-1 call is placed from any of the Subscriber Phones associated with a Subscriber Account, and provided that the receiving 9-1-1 agency has SafeTown technology, Subscriber's critical care information may be displayed on the 9-1-1 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 SafeTown 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, InterAct 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 SafeTown 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 SafeTown service, your Subscriber Critical Care information will be displayed in the search results presented to the Emergency Service Provider.

b) InterAct believes in good faith that disclosure is reasonably necessary to: (a) comply with (i) any law or regulation, (ii) a judicial or criminal proceeding 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 InterAct or a Client; (b) to enforce the Terms of Service that govern your use of SafeTown; or (c) to protect the rights, property or personal safety of a Client, InterAct, the wireless carrier providing access to the Services, other Members or the public.;

c) if InterAct 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 SafeTown service; or

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

InterAct 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

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

4. Children

SafeTown will not knowingly provide access to SafeTown to persons under the age of eighteen (18) without parental consent. If InterAct 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 SafeTown. Any registration by, use of or access to the Sites by anyone under 13 is unauthorized, unlicensed and in violation of the SafeTown Subscriber Terms of Service Agreement.

5. Security

InterAct has implemented security measures to protect Member PII from loss, misuse and alteration. InterAct 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 InterAct 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, InterAct 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 SafeTown 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 SafeTown service at any time. Should you decide to terminate SafeTown service, none of your Subscriber critical care information will be released to emergency service provider from the time SafeTown receives your service termination request.

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

Date of Last Revision: November 25, 2012

7. Storage of Personal Information

InterAct 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 the Subscriber places a 9-1-1 call or queries the SafeTown database, for a period of up to two (2) years. This information is used if required by a court order.

8. Changes to this Privacy Policy

InterAct 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 legal@interact911.com.