

Metafire Information Systems, Inc. (Metafire)
Privacy Statement

AMD 202002

Metafire respects your privacy

Metafire respects your privacy. This Privacy Statement informs you of our privacy practices and of the choices you can make about the way information about you, including from your online activity is collected and how that information is used by Metafire. This statement is readily available on our web site home page(s).

Metafire BBB Accredited Business. Metafire privacy practices are consistent with the BBB Code of Business Practices and we proudly display the BBB seal.



1. Scope of this Privacy Statement

This Privacy Statement applies to all Metafire-owned websites, domains, services, applications, and products, except that a privacy policy or statement specific to a particular Metafire product, or service may supersede or supplement this Privacy Statement.

Links to non-Metafire websites

Metafire sites or services may provide links to third-party applications, products, services, or websites for your convenience and information. If you access those links, you will leave the Metafire site. Metafire does not control those third party sites or their privacy practices, which may differ from Metafire's practices. We do not endorse or make any representations about third-party sites. The personal data you choose to provide to or that is collected by these third parties is not covered by the Metafire Privacy Statement. We encourage you to review the privacy policy of any site you interact with before allowing the collection and use of your personal information.

We may also provide social media features that enable you to share information with your social networks and to interact with Metafire on various social media sites. Your use of these features may result in the collection or sharing of information about you, depending on the feature. We encourage you to review the privacy policies and settings on the social media sites with which you interact to make sure you understand the information that may be collected, used, and shared by those sites.

2. Collection of personal information

Personal information is any information that personally identifies you or from which you could be identified. This may include your name, address, telephone number, email address and profession or occupation.

Metafire collects and uses personal information to manage your relationship with Metafire and better serve you by personalizing your experience and interaction with Metafire. Such collection is done with appropriate notice and consent, along with required filings with data protection authorities, where required.

Metafire may collect your personal information through your access and use of a website, web-based applications, or mobile applications, during conversations or correspondence with Metafire representatives, or when you purchase goods or services or complete an online application form.

Metafire may collect personal information from you in connection with

- product or service orders, activations, and registrations
- profile creation and user verification for online services
- information requests or complaints
- marketing, newsletter or support subscriptions
- survey participation
- job applications
- event registration
- visits or browsing on Metafire websites

The types of personal information Metafire may collect from you includes:

- personal and business contact information, such as name, address, telephone number, and email address
- in some cases, your business contact data may be provided to Metafire by a designated entity within your business or enterprise.
- billing information
- other unique information such as user IDs and passwords, product functionality, product and service preferences, contact preferences, educational and employment background, and job interest data
- geo-location data such as your IP address or physical location when you request location based services
- details of the products and services you have purchased from us or which you have enquired about, together with any additional information necessary to deliver those products and services and to respond to your enquiries
- any additional information relating to you that you provide to us directly through our websites or indirectly through use of our websites or online presence, through our representatives or otherwise
- information you provide to us through our service center, customer surveys or visits by our representatives from time to time

If you post, comment, indicate interest or complaint, or share personal information, including photographs, to any public forum on a Metafire site, social network, blog, or other such forum, please be aware that any information you submit can be read, viewed, collected, or used by other users of these forums, and could be used to contact you, send you unsolicited messages, or for purposes that neither you nor Metafire have control over. Metafire is not responsible for the personal information you choose to provide in these forums.

In addition to the information you provide, Metafire may also collect information during your visit to a Metafire website, web-based application, or a website "powered by" another company on behalf of Metafire, through our Automatic Data Collection Tools, which include Web beacons, cookies, and embedded Web links. These tools collect certain traffic information that your browser sends to a website, such as your browser type and language, access times, and the address of the website from which you arrived. They may also collect information about your Internet Protocol (IP) address, unique device identifier, clickstream behavior (i.e., the pages you view, the links you click, and other actions you take in connection with Metafire websites or "powered by" websites) and product information. Metafire may also use some of these Automatic Data Collection Tools in connection with certain emails and communications sent from Metafire and therefore may collect information using these tools when you open the email or click on a link contained in the email.

Metafire also collects information from publicly or commercially available sources that it deems credible. Such information may include your name, address, email address, preferences, interests, and demographic/profile data. The information Metafire collects from its public or commercial sources may be used along with the information Metafire collects when you visit Metafire's sites. For example, Metafire may compare the geographic information acquired from commercial sources with the IP address collected by Automatic Data Collection Tools to derive your general geographic area.

Where necessary, Metafire may also use information provided by you or your employer, together with information from publicly available and other online and offline sources, to conduct due diligence checks on business contacts as part of Metafire anti-corruption program.

Metafire may also collect some information that is not personal information because it does not identify you or anyone else. For example, we may collect anonymous answers to surveys or aggregated information about how users use our websites, products or services.

3. How we use your information

Metafire may use your information to:

- manage our relationship with you
- assist you in completing a transaction or order
- prevent and detect security threats, fraud or other malicious activity
- communicate with you about Metafire products, services or support and send marketing communications
- provide products, services and support to you
- improve and develop products, services and support including through quality control, research and data analysis activities

- update you on new services and benefits
- provide personalized promotional offers
- measure performance of marketing initiatives, ads, and websites “powered by” another company on Metafile’s behalf
- allow you to participate in contests and surveys
- answer enquiries, provide information, support or advice about existing and new products or services
- personalize some Metafile websites
- provide you with access to protected areas of our website
- assess and improve the performance and operation of Metafile websites
- to keep your contact details up to date and provide updated details to Metafile
- to process and respond to any complaint made by you

4. How we share your information

Metafile will not sell, rent or lease your personal information to others except as described in this Statement. Metafile shares personal information in the following ways:

Metafile retains service providers and suppliers to manage or support its business operations, provide professional services, deliver complete products, services and customer solutions and to assist Metafile with marketing and communication initiatives. These providers and suppliers may be located in the US or other overseas locations and include, for example, marketing and communications, hosting and IT service providers, email service providers, automated data processors, shipping agents, management and support of Metafile websites. Suppliers and service providers are required by contract to keep confidential and secure the information received on behalf of Metafile and may not use it for any purpose other than to carry out the services they are performing for Metafile.

From time to time, Metafile participates in marketing initiatives with other companies, including websites “powered by” another company on behalf of Metafile. As part of these initiatives, certain Metafile services and marketing communications may be delivered at the same time as those from other companies. Some of these services and communications offer you the option to share personal information with both Metafile and the other companies participating in these initiatives. For example, you may receive marketing communications from Metafile and other companies or have the opportunity to register online for software products from multiple companies. If you choose to provide personal information only to Metafile, Metafile will not share this information with the other companies participating in that marketing initiative. If you choose to provide personal information to the other companies, that personal information will be handled according to the privacy policy of those companies, which may differ from Metafile’s policies and practices.

Metafile may also transfer your personal information to other Metafile-owned business entities in the US and Worldwide. By accessing Metafile websites, registering for an account or service, or otherwise providing Metafile with your personal information, you consent to this transfer of your personal information throughout the global Metafile network of entities.

Except as described in this Statement, Metafile will not share the personal information you provide to Metafile with non-Metafile third parties without your permission, unless to: (i) respond to duly authorized information requests of police and governmental authorities; (ii) comply with any law, regulation, subpoena, or court order; (iii) investigate and help prevent security threats, fraud or other malicious activity; (iv) enforce/protect the rights and properties of Metafile or its subsidiaries; or (v) protect the rights or personal safety of Metafile, our employees, and third parties on or using Metafile property when allowed and in line with the requirements of applicable law.

Circumstances may arise where, whether for strategic or other business reasons, Metafile decides to sell, buy, merge or otherwise reorganize businesses in some countries. Such a transaction may involve the disclosure of personal information to prospective or actual purchasers, or the receipt of it from sellers. It is Metafile’s practice to seek appropriate protection for information in these types of transactions.

5. Children's privacy

Metafile does not knowingly collect information from children as defined by local law, and does not target its websites or mobile applications to children under these ages. We encourage parents and guardians to take an active role in their children’s online and mobile activities and interests.

6. Your choices and selecting your privacy preferences

Metafile gives you the choice of receiving a variety of information that complements our products and services. You can subscribe to receive certain product- and service-specific information and also choose to receive Metafile general communications. We give you a choice regarding delivery of Metafile general communications by postal mail, email, telephone, or mobile device.

You can make or change your choices about receiving either subscription or general communications at the data collection point or by using other methods, which are listed in the following sections. This option does not apply to communications primarily for the purpose of administering order completion, contracts, support, or other administrative and transactional notices where the primary purpose of these communications is not promotional in nature.

Subscription communications

Subscription communications include email newsletters, software updates, etc. that may be expressly requested by you or which you consented to receive. After you request such communications, you may opt out of receiving them by using one of the following methods:

- Select the email 'opt out' or 'unsubscribe' link, or follow the opt-out instructions included in each email subscription communication.
- To unsubscribe from messages delivered to mobile devices, reply to the message with the words “STOP” or “END.”
- Return to the Web page(s) where you originally registered your preferences and follow the opt-out instructions.
- Write to info@metafile.com. Be sure to provide your name, relevant contact information, and specific relevant information about the Metafile subscriptions that you no longer wish to receive.

Metafile general communications

Metafile general communications provide information about products, services, and/or support. This may include new product or services information, special offers, or invitations to participate in market research or compliance reviews.

- Select the email 'opt out' or 'unsubscribe' link, or follow the opt-out instructions included in each email communication.
- To unsubscribe from messages delivered to mobile devices, reply to the message with the words “STOP” or “END.”
- Write to the info@metafile.com. Be sure to provide your name, relevant contact information, and specific relevant information about your privacy preferences.

7. Access to and accuracy of your information

Metafile strives to keep your personal information accurately recorded. We have implemented technology, management processes and policies to help maintain data accuracy. Metafile provides individuals with reasonable access to personal information that they provided to Metafile and the reasonable ability to review and correct it or ask for anonymization, blockage, or deletion, as applicable. To protect your privacy and security, we will also take reasonable steps to verify your identity, such as requiring a password and user ID, before granting access to your data. To view and change the personal information that you directly provided to Metafile you can return to the web page where you originally submitted your data and follow the instructions on that web page, or contact info@metafile.com.

8. Keeping your information secure

Metafile takes seriously the trust you place in us. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of the information, Metafile utilizes reasonable and appropriate physical, technical, and administrative procedures to safeguard the information we collect and process. Metafile retains data only as required or permitted by local law and while it has a legitimate business purpose.

When collecting or transferring sensitive information we use a variety of additional security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. The personal information you provide us is stored on computer systems located in controlled facilities which have limited access. When we transmit highly confidential information over the internet, we protect it through the use of encryption.

9. Changes to this statement

If we modify our Privacy Statement, we will post the revised statement here, with an updated revision date. If we make significant changes to our Statement that materially alters our privacy practices, we may also notify you by other means, such as sending an email or posting a notice on our corporate website and/or social media pages prior to the changes taking effect.

10. Contacting us & How To Make a Complaint

We value your opinions. If you have comments or questions about our Privacy Statement, any concerns or a complaint regarding our collection and use of your data or a possible breach of your privacy, please send them to legal@metafile.com or to the address below. We will treat your requests or complaints

confidentially. We will contact you within a reasonable time after receipt of your complaint to address your concerns and outline options regarding how they may be resolved. We will aim to ensure that your complaint is resolved in a timely and appropriate manner.

Metafile Information Systems, Inc.
Attn: Legal Department
3428 Lakeridge PL NW
Rochester, MN 55901

11. How Metafile uses automatic data collection tools

The following sections provide additional information about commonly-used web technology tools.

Cookies

A "cookie" is a small data file transferred by a website to your computer's hard drive. Metafile sends cookies when you surf our site or sites where our ads appear, request or personalize information, or register yourself for certain services. Accepting the cookies used on our site, sites that are "powered by" another company on Metafile's behalf, or sites where our ads appear may give us access to information about your browsing behavior, which we may use to personalize your experience. Cookies are typically classified as either "session" cookies or "persistent" cookies.

- Session cookies do not stay on your computer after you close your browser.
- Persistent cookies remain on your computer until you delete them or they expire. Most browsers automatically accept cookies by default, but you can usually refuse cookies or selectively accept cookies by adjusting the preferences in your browser. If you turn off cookies, there may be some features of our site that will not be available to you and some Web pages may not display properly.

In certain countries you may also adjust your associated cookie preferences by using a preference manager tool in this Statement which is available from the site you are visiting.

You can find information on popular browsers and how to adjust your cookie preferences in the help and support section of your browser.

From time to time, Metafile will use Flash local shared objects (LSOs) to store Flash content information and preferences. LSOs perform similar functions to HTML browser cookies and deposit small files on your computer, which are commonly called Flash cookies. Flash cookies are different from browser cookies and cookie management tools provided by your browser may not remove Flash cookies.

Web beacons

Some Metafile and third-party web pages, applications, and HTML-formatted email use Web beacons alone or in conjunction with cookies to compile information about your website usage and your interaction with email, as well as to measure performance on applications, and websites "powered by" another company on Metafile's behalf. A web beacon is an electronic image, called a single-pixel (1x1) or clear GIF. Web beacons can recognize certain types of information on your computer such as cookies, the time and date of a page viewed, and a description of the page where the web beacon is placed. Depending on the context, web beacons may also refer to content on a third-party server, and may be used by service providers to deliver relevant advertising to you.

You may be able to disable web beacons in email messages by not downloading images contained in the message you receive (this feature varies depending on the email software used on your personal computer). However, doing this may not always disable a web beacon or other automatic data collection tools in the email message due to specific email software capabilities.

If you choose to receive marketing emails or newsletters from Metafile, Metafile may collect personal information about you. For example, through web beacons and personalized URLs embedded in these emails or newsletters, Metafile can track whether you've opened those messages and whether you've clicked on links contained within those messages.

Metafile ads and offerings on third-party websites

Metafile contracts with service providers to place ads on websites owned by third parties. In addition, some websites may be "powered by" a service provider to provide Metafile offers on Metafile's behalf. These service providers may send cookies from and use web beacons on these third-party websites. The cookies and web beacons may enable Metafile to collect information about the pages you viewed and the links you clicked.

12. General

No Warranty

The Content of Metafile Web sites is provided "AS IS" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. The Content of Metafile Web sites could include technical inaccuracies or typographical errors. Changes are periodically added to the information herein. These changes will be incorporated in new editions of this publication. Metafile may make improvements and/or changes in the product(s) and/or the program(s) described in this publication at any time without notice.

Limitation of Liability

In no event will Metafile be liable for direct, indirect, special, incidental, economic, cover, or consequential or other damages (including without limitation, damages for loss of business profits, business interruption, or loss of business information), arising out of the use or inability to use the Content even if advised of the possibility of such damages.

Some jurisdictions do not allow the exclusion or limitation of implied warranties, or the limitation of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Software

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Jurisdictional

Any dispute arising from these terms shall be resolved exclusively in the state and federal courts of the State of Minnesota. Metafile makes no representation that materials in this site are appropriate or available for use in other locations. If you access this site from outside the United States, be advised this site may contain references to products and services that are not available or are prohibited in your country.

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