

Skyepack, LLC Privacy Statement

Skyepack, LLC (“Skyepack” or the “Company”) is committed to protecting the privacy of your information and to being transparent about how it handles such information. This Privacy Statement describes Skyepack’s information practices.

1. Platforms Covered.

This Privacy Statement covers the information practices of <http://www.Skyepack.com> and/or the mobile application “Skyepack” (collectively, the “System”) and explains what information Skyepack collects from you, the methods of collection, with whom Skyepack shares this information, and your rights in relation to the information collected from you.

The System may contain links to other third party websites, applications, or otherwise (“Third Party Links”), which are governed by one or more privacy policies; policies that may be different than Skyepack’s. Skyepack is not responsible for the information practices or the content of such other websites, applications, or otherwise. Skyepack encourages you to review the terms and conditions and privacy policies of any Third Party Link.

2. Information Collected.

Skyepack collects both Personal Information and Non-Personal Information, as defined below.

“Personal Information” is data or information that can be used to identify or contact a single person. “Non-Personal Information” is data or information in a form that does not permit direct association with any specific individual.

Skyepack offers a variety of services via the System that are collectively referred to as the “Service.” Skyepack collects information from individuals who visit the System (“Visitors”), individuals who register to use the Service for purposes including the purchase and download of materials available via the Service (“Customers”), and individuals who register to use the Service for purposes including authoring and distributing content to Customers (“Authors”). Customers and Authors may be subject to additional terms not included herewith. In the event such other terms and this Privacy Statement conflict, the other terms shall prevail.

Skyepack collects information in the following ways:

If you seek additional information about the Service or registering to use the Service, Skyepack requires you to provide it with contact information, such as your name, phone number, and email address (“Contact Information”).

If you purchase the Service as a Customer and/or Author, Skyepack requires you to provide the Company with Contact Information as well as billing information such as billing name and address, credit card information, and other requested information (“Billing”).

Information”). Contact Information and Billing Information are referred to collectively as “Data About Skyepack Customers.” Submitting Contact Information and Billing Information is voluntary, but is required to receive additional information or to become a Customer and/or Author.

As you navigate the System, Skyepack may also collect information through the use of commonly-used information-gathering tools including, but not limited to, cookies and web beacons (“Navigational Information”). Navigational Information includes standard information from your web browser (such as browser type and browser language) or mobile device, your Internet Protocol (“IP”) address, the webpage you were visiting before you came to the System, pages of our System that you visit, the time spent on those pages, information you search for on our System, access times and dates, your mobile carrier, metadata concerning your data, other statistics, and the other actions you take on the System including, but not limited to, the date/time/event information for log-ins, elements accessed and/or viewed, time spent per element, downloads, and the links clicked.

3. Use of Information Collected.

The Company uses the information it collects to:

- Perform the Service requested or purchased by you. For example, if you fill out a “Contact Me” web form, the Company will use the information provided to contact you about your interest in the Service.
- The Company may also use Data About Skyepack Customers for marketing purposes. For example, the Company may use information you provide to contact you to further discuss your interest in Skyepack, the Service, and to send you information regarding the Company and its partners, such as information about promotions or events.
- Skyepack uses credit card information solely to check the financial qualifications of prospective Customers and/or Authors and to collect payment for the Service.
- Skyepack uses Navigational Information to operate and improve the System. The Company may also provide this information to Authors.
- The Company may also use Navigational Information in combination with Data About Skyepack Customers to provide personalized information about the Company.
- Skyepack also uses the Data About Skyepack Customers to create a “profile”. A profile creates a report of you as a user (a “Profile”), which Skyepack can then use to provide tailored information to you and improve the content of the site for you. Your Profile may also be provided to Authors.

- Skyepack also uses your information to help it develop, deliver, and improve its products, services, content, and advertising.
- Skyepack may also use your information for its internal purposes such as auditing, data analysis, and research to improve products, services, and customer communications.
- The Company may use your Personal Information to: (i) provide, monitor, analyze, and improve the Service; (ii) personalize and improve your user experience; and (iii) verify that you have the authorization needed for it to process your requests.

Also see “Sharing of Information” below for more information on how your information is shared with third parties.

4. Web Site Navigational Information.

The Navigational Information is collected by Skyepack to help it better understand its users’ interactions with the System. When you access the System and so long as your settings allow, Skyepack will use certain technologies including, but not limited to, cookies and web beacons to track your System usage.

Cookies

Skyepack uses cookies to make interactions with the System easy and meaningful. When you visit the System, Skyepack’s servers send a cookie to your computer. A cookie is a unique, random identifier that is stored on your browser. Standing alone, cookies do not personally identify you, just your web browser. There are two types of cookies: session-based and persistent-based. Session cookies exist only during one session. They disappear from your computer when you close your browser software or turn off your computer. Persistent cookies remain on your computer after you close your browser or turn off your computer.

If you have chosen to identify yourself to Skyepack, the Company uses session cookies containing encrypted information to allow the Company to uniquely identify you. Each time you log into the System, a session cookie that is tied to your account is placed in your browser. These session cookies allow the Company to uniquely identify you when you are logged into the System and to process your online transactions and requests. Using the Service is voluntary, but allowing session cookies is required to use the Service.

Skyepack uses persistent cookies that only the Company can read and use to identify browsers that have previously visited the System. When you purchase the Service or provide the Company with Personal Information, a unique identifier is assigned you. This unique identifier is associated with a persistent cookie that the Company places on your web browser. The Company is careful about the security and confidentiality of the information stored in persistent cookies. For example, the Company does not store account numbers or passwords in persistent cookies. If

you disable your web browser's ability to accept cookies, you will be able to navigate the System, but you will not be able to successfully use the Service.

Web Beacons

Skyepack uses web beacons alone or in conjunction with cookies to compile information about Authors', Customers', and Visitors' usage of the System and interaction with emails from the Company. Web beacons are clear electronic images that collect certain types of information received from browser requests, such as the identifying information of the requesting computer, the cookies stored by the requesting computer, the time such browser requests came from the requesting computer, and a description of the type of browser that made such request. For example, Skyepack may place web beacons in marketing emails that notify the Company when you click on a link in the email that directs you to the System. Skyepack uses web beacons to operate and improve the System and email communications. Skyepack may use information from web beacons in combination with Data About Skyepack Customers to provide you with information about the Company and the Service.

IP Addresses

When you visit the System, the Company collects your IP address. An IP address is a unique number linked with the service through which you access the internet. Skyepack uses IP addresses to track and aggregate non-personally identifiable information. For example, Skyepack uses IP addresses to monitor the regions from which Authors, Customers, and Visitors navigate the System.

Third Party Cookies

From time-to-time, Skyepack engages third parties to track and analyze non-personally identifiable usage and volume statistical information from individuals who visit the System and use the Service. Skyepack may also use other third-party cookies to track the performance of the Company's advertisements. Third-party cookies may be disabled through your web browser, but doing so may affect your use of the System. This Privacy Statement does not cover third party cookies use of your information and Skyepack makes no representation or warranty as to how such third party uses such information.

5. Public Forums.

Skyepack may provide bulletin boards, discussion forums, blogs, or chat rooms on the System. You may voluntarily choose to submit personally identifiable data to such forums. Any personally identifiable information you choose to submit in such a forum may be read, collected, or used by others who visit these forums, and may be used to send you unsolicited messages. Skyepack is not responsible for the personally identifiable information you choose to submit in these forums.

6. Newsletters.

You will be added to Skyepack's email newsletter list only if you register to receive newsletters via a form on the System. You may opt-out of receiving our newsletters by clicking on the opt-out link included in every email newsletter we send, or by contacting contact@skyepack.com.

7. Sharing of Information Collected.

Personal Information

Skyepack may share your Personal Information with others. The following paragraphs explain the parties with whom your information may be shared as well as providing information about how to opt-out of certain information sharing practices.

Skyepack may share your information with its licensors and any of its agents including, but not limited to, businesses and individuals performing functions on behalf of Skyepack. These agents may have access to the information, personally identifiable or otherwise, needed in order to perform such agent's specific function.

Skyepack's partners and affiliates may also have access to your information. Your information may be transferred in the event that Skyepack is sold or transferred to another party, or another transaction occurs in which your information is one of the business assets transferred.

Skyepack may share your Personal Information with Authors.

Skyepack may share aggregate information including, but not limited to, demographics and System usage statistics with licensors, partners, affiliates, agents, and third parties.

Once you share information through a public forum, any persons able to access such public forum may be able to save such information to its files.

Non-Personal Information

The Company may disclose aggregated or otherwise non-identifiable information, like usage statistics, to third parties.

Partner Access to Your Data

The Company utilizes Windows Azure™ as our hosting services provider, meaning that any collected information as discussed above resides on secure servers owned and/or controlled by Microsoft®. *Windows Azure and Microsoft are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries.*

The Company also utilizes a trusted third party to provide cloud-based video and audio encoding that will have access to your information for such purposes.

These service providers may have access to certain Personal Information solely for purposes of performing such tasks on the Company's behalf and under obligations similar to those in this Privacy Policy.

Employee and Contractor Access to Your Data

The Company's employees and contractors occasionally review user data, including Personal Information, in connection with their duties to the Company. Any such employees and/or contractors are bound by confidentiality agreements.

The Company will not share or disclose your Personal Information except as otherwise described in these Terms.

The Company cooperates with government and law enforcement officials to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials as we, in our sole discretion, believe to be necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of the Company or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, any illegal, unethical, or legally actionable activity.

8. Correcting, Updating, and Removing Your Information.

Customers may update or change individual registration information by visiting www.Skyepack.com. Customers may update a user profile by visiting www.Skyepack.com. To update Billing Information or have your registration information deleted, please visit www.Skyepack.com. To discontinue your account and to have information you maintained in the Service returned to you or destroyed, please e-mail your detailed request to contact@skyepack.com.

9. Security.

The Company employs reasonable physical, technological, and administrative security measures and attempts to ensure they are applicable under the circumstances. No method of transmission over the internet, or method of electronic storage, is one hundred percent (100%) secure, however. Therefore, we strive to use commercially acceptable means to protect your Personal Information, but we cannot guarantee its absolute security.

We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored "personal data" (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting on the System without unreasonable delay, insofar as consistent with: (i) the legitimate needs of law enforcement; or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

10. We Do Not Collect Personal Information from Children Under 13.

The Service is not directed to persons under 13. We do not knowingly collect Personal Information from children under 13. If you are a parent or guardian and you become aware that your child has provided us with Personal Information without your consent, you should contact us at contact@skyepack.com. If we become aware that a child under 13 has provided us with Personal Information, we will take steps to delete such information from our files.

11. International Users.

The Company is an online service based in the United States, and our offices are headquartered in the United States. Please be aware that information you provide to us and the data that we index as a result of your use of the Service will be processed in and transferred to the United States and be subject to United States law. The privacy and data protection laws in the United States may not be equivalent to such laws in your country of residence. By using the Service, you consent to this collection, transfer, storage, and processing of information to and in the United States.

12. Your Acceptance of the Privacy Statement/Changes to Privacy Statement.

By using this System, you agree to all of the terms of this Privacy Statement. Skyepack reserves the right to change this Privacy Statement. Skyepack will provide notification of the material changes to this Privacy Statement through the System. You give your permission for your information to be used under the new terms of the Privacy Statement if you continue to use this System.

13. Contacting Us.

Questions regarding this Privacy Statement or the information practices of the Company should be directed to Skyepack by e-mailing contact@skyepack.com or by mailing Skyepack Privacy, 3000 Kent Ave., West Lafayette, IN 47906.

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