

# **GGEOWORKZ PRIVACY STATEMENT AND DMCA NOTICE GGEOWORKZ**

## **PRIVACY STATEMENT**

*Effective: February 1, 2011*

GeoWorkz has created this privacy statement ("Privacy Statement") to state our commitment to privacy. Privacy on the GeoWorkz web site (the "Web Site") is of great importance to us. Because we gather important information from the visitors and customers ("you") of the Web Site, we have established this Privacy Statement as a means to communicate our information gathering and dissemination practices. We may update and modify our Privacy Statement from time to time, and by continuing to use the Web Site after posting of a modification, you accept the modification.

### **Information Collection and Use**

You may view some areas of the Web Site at your convenience; however you should be aware that we may collect certain information from you while you are on our Web Site. For example, we may gather information and store it in our log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp and clickstream data. We do this in order to measure interest in and use of the various areas of the Web Site. Your IP address is automatically assigned to your computer when you use the World Wide Web. Our servers record incoming IP addresses. The IP addresses are analyzed only in aggregate; no connection is made between you and your computer's IP address. (An IP address is similar to a postal code; it tells us in general terms where you're from.)

If you subscribe to our service (the "Service"), your use of the Service will be governed by the Translation Workspace Subscription Agreement which must be accepted by you prior to your use of the Service. In accordance with the terms of the Translation Workspace Subscription Agreement, we will request certain personally identifiable information from you. We reserve the right to disclose any information, including registration data, in order to comply with any applicable laws and/or requests under legal process, to operate our systems properly, to protect our property or rights or to safeguard the interests of our subscribers.

We will not disclose any of your specific personal information unless you consent to disclose it. If you elect to participate in a rebate or other special program, your specific personal information may be shared with participating vendors in order to finish the transaction.

You must provide contact information (such as name and email) and financial information (such as credit card number and expiration date). We use this information for billing purposes and to activate your access to our Services. If we have trouble processing an order, we will use this information to contact you. We will only use this information to verify the validity of the account, and bill for our Services. When we bill for services rendered, a third-party processing company is used to charge customer credit cards and collect payment. This third-party is used only to process credit card charges, and does not store or distribute customer credit card or billing information except as required to process such charges.

We provide a Service where our customers upload and store their data on our servers and equipment. We do not review, edit, disseminate, or use this data in any way, except as may be required by law, or as outlined in the Translation Workspace Subscription Agreement. Customer data or records may be viewed

by us from time to time to handle a technical support request that is initiated by the customer, or to resolve any other problem or technical issue.

We also provide a Service where our customers may post jobs and bid on jobs, as outlined in the Translation Workspace Subscription Agreement. The Web Site serves solely as a venue to facilitate the job posting and bid process. Any information provided by you will be transmitted to other users of the Service.

Additionally, the Web Site may contain content from third-party content providers, but these content providers neither receive nor distribute our user or customer information, nor do they receive user or customer information from us.

GeoWorkz is a subsidiary of Lionbridge Technologies, Inc., a U.S. based company with offices throughout the world. It is possible that any personally identifiable information collected from you may be transferred to other Lionbridge sites located outside your country of residence that may not have equivalent laws and rules regarding privacy and data protection. We are committed to the security of personally identifiable information and we take reasonable precautions to maintain that protection. Although we use physical and administrative procedures to attempt to safeguard personally identifiable information, we cannot guarantee that it is completely secure from people who might attempt to evade security measures or intercept transmissions over the Internet. By submitting personally identifiable information through the Web Site, you agree to the terms of this Privacy Statement and you expressly consent to the processing of your personally identifiable information according to this Privacy Statement. Your personally identifiable information may be processed by us in the country where it was collected, as well as other countries (including the United States) where laws regarding processing of personally identifiable information may be less stringent than the laws in your country.

If you become a subscriber and choose to utilize our job posting features, you may be required to provide some information about yourself, your company or your business (your "Profile"). If you decide to bid on a job, potential customers may review your Profile to help them decide whether to engage with you to provide services. Information in your Profile will be made available for any other GeoWorkz subscriber to access. We will not have any obligation under this Privacy Statement with respect to information in your Profile or information you voluntarily provide to other subscribers to the Service. By submitting a Profile through the Web Site, you agree to the terms of this Privacy Statement and you expressly consent to the processing of any personally identifiable information contained in your Profile by us in the country where it was collected as well as other countries (including the United States) where laws regarding processing of personally identifiable information may be less stringent than in your country.

### **Unsolicited Communications ("Spam")**

We reserve the right to deny access to the Web Site as a result of any use that is disrupting or causing harm to our computers, systems or infrastructure or to other parties, or is in violation of state or federal laws regarding "spam," including, without limitation, the CAN-SPAM Act of 2003.

### **Cookies and Automatically Gathered Information**

"Cookies" are small text files a web site can use to recognize repeat users. We may use cookies to recognize visitors and more quickly provide personalized content or grant you unimpeded access to the Web Site. Information gathered through cookies also helps us measure use of the Web Site. Cookie data allow us to track usage behavior and compile data that we can use to improve the Web Site. This data will be used in aggregate form; no specific users will be tracked. Generally, cookies work by assigning a unique number to the user that has no meaning outside of the web site being visited. You can easily turn off cookies. Most browsers have a feature that allows the user to refuse cookies or issues a warning when

cookies are being sent. However, the Web Site will not function properly without cookies. Enabling cookies ensures a smooth, efficient visit to the Web Site.

We may use a third-party tracking service that uses cookies to track non-personally identifiable information about visitors to the Web Site in the aggregate to capture usage and volume statistics to help us improve the Web Site. We have no access or control over these cookies.

This Privacy Statement covers the use of cookies on the Web Site only and does not cover the use of cookies by any third party.

We may from time to time automatically collect browser type and browser software version to tailor the presentation of the Web Site and the Services to the platform and to maintain a record of your activity on the Web Site. As an automatic process, our Web server software records a log file of IP addresses that access the Web Site. We also collect IP address information but do not ordinarily link IP addresses to users' personally identifiable information. However, we can and will use IP addresses to identify a user when we, in our sole discretion, determine that it is necessary to enforce compliance with our Translation Workspace Subscription Agreement or to protect our Service.

When you use the Web Site, we may collect information about your computer for fraud prevention purposes.

### **Release of Information for Legal Reasons**

We may release information concerning your use of the Web Site and/or your personally identifiable information as required by law and when we believe in good faith that such release is appropriate to protect our rights and/or comply with a judicial proceeding, court order or legal process served on us or the Web Site or if there is a suspected Translation Workspace Subscription Agreement violation.

### **Business Transfer**

In the event that GeoWorkz, or substantially all of its assets, is acquired, the information collected via the Web Site will be one of the transferred assets.

### **Third-Party Sites**

This Privacy Statement only applies to the GeoWorkz.com Web Site. The Web Site contains links to other web sites that are not owned or controlled by us. We are not responsible for the privacy policies and practices of any linked web site. You will need to check the policy statement of these other web sites to understand their policies. We are not responsible for the privacy practices or the content of these other web sites.

### **Security Policy**

We are concerned about privacy and endeavor to collect only as much data as is required to make your experience on the Web Site as efficient as possible. The Web Site has security measures in place to help protect against the loss, misuse and alteration of the data under our control. When you submit sensitive information via the Web Site, your information is protected both online and off-line by use of Secure Socket Layer (SSL) technology. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and after we receive it. While no methods are completely secure and we cannot guarantee absolute security, we strive to use commercially accepted methods to protect your personal information.

## **No Guarantees For Factors Beyond Our Control**

While this Privacy Statement expresses our standards for maintenance of information we collect, we do not guarantee that the standards will always be met. There may be factors beyond our control (e.g., "script kiddies", "crackers and other malcontents") that may result in disclosure of information. As a consequence, we disclaim any warranties or representations relating to maintenance or nondisclosure of collected information.

## **Opt-Out Policy**

If, at any time after registering for information or ordering the Service, you change your mind about receiving information from GeoWorkz or about sharing your information with third parties, please send GeoWorkz a request specifying your new choice. Simply send your request to [opt-out@lionbridge.com](mailto:opt-out@lionbridge.com).

## **Contact**

If you have questions about this Privacy Statement, please email us at [privacy@lionbridge.com](mailto:privacy@lionbridge.com) or contact us at:

GeoWorkz, Inc.  
1050 Winter Street, Suite 2300  
Waltham MA 02451  
Re: Privacy

By Telephone:  
+1 781-434-6000

By Fax:  
+1 781-434-6057

## **DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA")**

If you are a copyright owner or an agent thereof and believe any Content or other posted information infringes upon your copyrights, you may submit a notification of claimed infringement under the Digital Millennium Copyright Act ("DMCA") containing the following information:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of a copyright interest that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online web site are covered by a single notification, a representative list of such works at that site;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- (iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- (v) A statement that you have a good faith belief that the disputed use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and made under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our Designated Copyright Agent to receive notifications of claimed infringement is:

GeoWorkz, Inc.  
1050 Winter Street, Suite 2300  
Waltham MA 02451  
Attention: General Counsel

By Telephone:  
+1 781-434-6000

By Fax:  
+1 781-434-6057

By E-Mail: [copyright@lionbridge.com](mailto:copyright@lionbridge.com)

Please send only DMCA notices to our Designated Agent.

You acknowledge that if you fail to comply with all of the above requirements of this Section, your DMCA notice may not be valid.