

HERCLE™

PRIVACY POLICY

BY USING THE WEBSITE, YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO THE TERMS OF, THIS PRIVACY POLICY. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY THIS PRIVACY POLICY, YOU MUST IMMEDIATELY LEAVE THE WEBSITE.

Each time You use the Website, the then-current version of this Privacy Policy will apply. Accordingly, each time You use the Website You should check the date of this Privacy Policy (which appears at the end) and review any changes since the last time You used the Website. For additional information, see the section concerning Updates and Changes to Privacy Policy, below.

Each visitor, viewer, user, subscriber, member, affiliate and customer is referred to as a "Visitor" or "You," and collectively as "Visitors" or "You," and are parties hereto. This Website, its owners and operators, including Ignite Media Solutions, LLC, are referred to as "Website," and are parties hereto.

1. CHILDREN'S PRIVACY

ALL PERSONS UNDER THE AGE OF 18 ARE DENIED ACCESS TO THIS WEBSITE.

Hercle does not solicit or knowingly collect personally identifiable information from children under the age of 13. If Hercle obtains actual knowledge that it has collected personally identifiable information from a child under the age of 13, Hercle will immediately delete such information from its database. Because Hercle does not collect personally identifiable information from children under the age of 13, Hercle has no such information to use or disclose to third parties. Hercle has designed this Privacy Policy in order to comply with the Children's Online Privacy Act ("**COPPA**").

2. CONSENT TO RECEIVE EMAIL

You consent to receive email communications from Hercle concerning Hercle, and its products and services. You have the right to opt out so that you will not receive such email communications.**3. CONSENT TO CONTACT VIA TELEPHONE**

You acknowledge and agree that Your use of the Website constitutes a purchase, an inquiry and/or an application for the purposes of the Amended Telemarketing Sales Rule, 16 C.F.R. § 310, et. seq. (the "**ATSR**"). Notwithstanding that Your telephone number may be listed on the Federal Trade Commission's Do Not Call Registry, Hercle reserves the right to contact You for purposes of telemarketing in accordance with the ATSR.**4. INFORMATION COLLECTION PRACTICES**

Traffic Data. Like most website operators, Hercle gathers information about its visitors, subscribers, members, and users, including, but not limited to: (i) IP addresses; (ii) domain servers; (iii) types of computers accessing the Website; and (iv) types of Web browsers accessing the Website (collectively "**Traffic Data**"). Traffic Data is anonymous information that does not personally identify You.

Cookies. A "**Cookie**" is a string of information that a website stores on a user's computer, and that the user's browser provides to the website each time the user submits a query to the website. The purpose of a Cookie is to identify the user as a unique user of the Website. Hercle uses Cookies to customize Your experience on the Website to Your interests, to ensure that You do not see the same advertisements or informational messages repeatedly, and to store Your password

so You do not have to re-enter it each time You visit the Website. For additional information on Hercle's uses of Cookies, see the section concerning Information Use and Disclosure Practices/Traffic Data and Information Gathered Using Cookies, below.

IF YOU DO NOT WISH TO HAVE COOKIES PLACED ON YOUR COMPUTER, YOU SHOULD SET YOUR BROWSERS TO REFUSE COOKIES BEFORE ACCESSING THE WEBSITE, WITH THE UNDERSTANDING THAT CERTAIN OF THE SERVICES AND CERTAIN FEATURES OF THE WEBSITE MAY NOT FUNCTION PROPERLY WITHOUT THE AID OF COOKIES. IF YOU REFUSE COOKIES, YOU ASSUME ALL RESPONSIBILITY FOR ANY RESULTING LOSS OF FUNCTIONALITY.

Identifying Information. In order for You to use certain of the Services, You may be asked to provide to Hercle certain information that identifies You ("**Identifying Information**"). Identifying Information includes, without limitation: (1) "**Contact Data**" (such as Your name, title, company name, mailing address, phone, fax, e-mail address, and website address; (2) "**Payment Data**" (such as Your Social Security number, corporate ID, or ABN; and (3) "**Demographic Data**" (such as Your zip code and advertising budget.) In each case, You will be asked to provide Identifying Information; the Website will not gather it surreptitiously. Hercle may supplement the Identifying Information You provide with additional Identifying Information gathered from public sources or from third-parties (e.g., consumer reporting agencies) who may lawfully provide such information to Hercle. You are under no obligation to provide Identifying Information, with the caveat that Your refusal to do so may prevent You from using certain of the Services.

Information You Make Public. The Website contain features that permit You to upload, post, transmit, display, or distribute content, information or other, including Your Identifying Information. Any information that You choose to disclose by means of such features becomes public information over which Hercle is unable to exercise control. You should exercise caution when deciding to disclose Your Identifying Information by means of such features, and You agree to assume all responsibility for doing so.

INFORMATION USE AND DISCLOSURE PRACTICES

Traffic Data and Information Gathered Using Cookies

Hercle analyzes Traffic Data and information gathered using Cookies to help Hercle and Hercle's better understand who is using the Website and how they are using it. By identifying patterns and trends in usage, Hercle is able to better design the Website to improve Your experience, and to serve You more relevant and interesting content and advertisements. From time to time, Hercle may release Traffic Data and information gathered using Cookies in the aggregate, such as by publishing a report on trends in the usage of the Website. Hercle does not attempt to link information gathered using Cookies to Identifying Information.

Identifying Information

- **(i) Generally.** Hercle may use Your Contact Data to send You information about Hercle and Hercle's products and services, and to contact You when necessary in connection with the Services. Hercle may use Your Payment Information to make payments to You. Hercle may use Your Demographic Data to customize and tailor Your experience on the Website. As with Traffic Data and information gathered using Cookies, from time to time Hercle may release Demographic Data in the aggregate, such as by publishing a report on trends in the usage of the Website.

- **(ii) Disclosure in Connection with Services.** Hercle discloses Identifying Information to those who help it provide Services, including those who perform technical, administrative and data processing tasks such as hosting, billing, fulfillment, and data storage and security.
- **(iii) Other Disclosure.** Hercle will keep Your Identifying Information private and will never sell, trade, rent or share Your Identifying Information to third parties, except under the following circumstances:
 - **By Law or to Protect Rights** - Hercle discloses Identifying Information when required to do so by law, or in response to an enforcement inquiry, subpoena or court order, in the event of a complaint or legal action arising from Your use of the Website or Services, or when Hercle believes in its sole discretion that disclosure is reasonably necessary to protect the property or rights of Hercle, third parties or the public at large.
 - **Business Transfers; Bankruptcy** - Hercle reserves the right to transfer all Identifying Information in its possession to a successor organization in the event of a merger, acquisition, or bankruptcy or other sale of all or a portion of Hercle's assets. Other than to the extent ordered by a bankruptcy or other court, the use and disclosure of all transferred Identifying Information will be subject to this Privacy Policy, or to a new privacy policy if You are given notice of that new privacy policy and an opportunity to affirmatively opt-out of it. Identifying Information submitted or collected after a transfer, however, may be subject to a new privacy policy adopted by Hercle's successor organization.

Investigations; Enforcement of Agreements - Hercle reserves the right to disclose all Identifying Information in its possession to assist in the investigation of any suspected fraud or other wrongdoing, or to otherwise enforce its agreements and policies.

6. SECURITY OF IDENTIFYING INFORMATION

Hercle has implemented and maintains reasonable security procedures and practices to protect against the unauthorized access, use, modification, destruction or disclosure of Your Identifying Information.

7. USER ABILITY TO ACCESS, UPDATE, AND CORRECT PERSONAL INFORMATION

Hercle wants Your Identifying Information to be complete and accurate. You represent and warrant that all information You provide on any registration form or otherwise in connection with Your use of the Website and Services will be complete and accurate, and that You will update that information as necessary to maintain its completeness and accuracy. To confirm the completeness and accuracy of, or make changes to, Your Identifying Information, visit Your personal profile.

8. PROMOTIONAL ACTIVITIES

From time to time, Hercle may conduct contests, giveaways and other promotions (collectively, "**Promotional Activities**"). Any information submitted in connection with Promotional Activities will be treated in accordance with this Privacy Policy. From time to time, Hercle may also ask You to participate in surveys designed to help Hercle improve the Websites or Services. Any Identifying Information provided to Hercle in connection with any survey will be used only in relation to that survey, and will be disclosed to third parties not bound by this Privacy Policy only in aggregated form.

9. CALIFORNIA PRIVACY RIGHTS

Pursuant to Section 1798.83 of the California Civil Code, residents of California have the right to request from a business, with whom the California resident has an established business relationship, certain information with respect to the types of information the business shares with third parties for direct marketing purposes by such third party and the identities of the third parties with whom the business has shared such information during the immediately preceding year.

10. UPDATES AND CHANGES TO PRIVACY POLICY

Hercle reserves the right, at any time and without notice, to add to, update, change or modify this Privacy Policy, simply by posting such update, change or modification on this page. Any such addition, update, change or modification will be effective immediately upon posting on the Website. Each time You use the Website, the then-current version of this Privacy Policy will apply. Accordingly, each time You use the Website You should check the date of this Privacy Policy (which appears at the end) and review any changes since the last time You used the Website. Unless Hercle obtains Your express consent, any revised Privacy Policy will apply only to information collected after the effective date of such revised Privacy Policy, and not to information collected under any earlier Privacy Policy.

This Privacy Policy was last updated on March 23, 2010.

11. DISPUTES

You agree to use binding arbitration for any claim, dispute or controversy of any kind arising out of or related to this Website or Privacy Policy, including privacy issues and terms of use issues. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association (“AAA”) in effect when a dispute is submitted to the AAA. All arbitration shall be conducted in Fairfax County, Virginia. In no event shall You have the right to go to court or have a jury trial. All claims, disputes and controversies shall be governed by the laws of the State of Virginia as such laws are applied to agreements entered into and to be performed entirely within Virginia between Virginia residents. You consent to the personal jurisdiction of the state and federal courts located in Arlington and Fairfax Counties of the Commonwealth of Virginia. You waive any right to object to the venue of such courts. Such courts shall have exclusive jurisdiction over any suit or action, and You agree to not file any such suit or action in any other court.