

Quorum Privacy Policy

Quorum Analytics Inc. (“**Quorum**”) has created this website (the “**Website**” or the “**Site**”) to provide an online analytical tool that Subscribers can use to generate Derived Analytics related to Legislators and Legislation.

Quorum is committed to maintaining your privacy. This privacy policy and agreement (“**Privacy Policy**”) covers how we collect, use, and treat personal information that you may provide through our Website or while participating in the services we offer at the Website (the “**Services**”). Our Privacy Policy applies to the following visitors to the Website (collectively, “**you**”): casual visitors to our Site, who do not participate in the Services (“**Site Visitors**”). For those visitors (i) who have signed a subscription agreement with Quorum (“**Subscribers**”), or (ii) who visit the Website to participate in a free trial of the Quorum Analytics System after receiving an invitation from Quorum (“**Trial Users**”), their use of this Website is governed by the terms of their subscription agreement. The terms “**Quorum**,” “**we**,” “**us**” and “**our**” refer to Quorum Analytics Inc.

1. Your Consent. Please read this Privacy Policy carefully; once you consent to this Policy's terms, it creates legal obligations on you and on Quorum. By accessing and using our Website as a Site Visitor, you are acknowledging that you have read and understood this Privacy Policy and agree to be legally bound by it. If you do not agree with the terms of this Privacy Policy, please refrain from using our Site.

2. The Types Of Information You May Provide. Information you may provide or that we may collect from you while visiting our Site or while participating in our Services falls into two broad categories: (i) personally identifiable information, and (ii) aggregate information. We use the term “**Personally Identifiable Information**” to mean any information that could reasonably be used to identify you, including your name, address, e-mail address, telephone number or any combination of information that could be used to identify you. “**Anonymous Information**” is information that does not identify you, and may include statistical information concerning, for example, your use of our Services or the pages on our Site that you visit most frequently.

3. Personally Identifiable Information; Our Uses Of This Information. We have structured our Website so that you may visit our Site, and review selected information about our Services, without revealing your identity or providing any Personally Identifiable Information. We will only share Personally Identifiable Information you choose to provide to us via the Website with third parties as expressly disclosed in Section 6 (We Do Not Disclose Site-Directed, Personally Identifiable Information to Unaffiliated Third Parties; Limited Exceptions). We will not share it in any other way. We collect information from you at different points on our Website and through our Services, and use this information as follows:

3.1. Site Visitors Do Not Need To Provide Personal Information. As a Site Visitor, you may use our Site without registering or submitting any information to us. In that case, the only information we collect from your visit will be Anonymous Information that does not identify you in any way. Our obligations concerning, and permitted uses of, Anonymous Information are also set out below in Section 4.

3.2. Email Addresses. You may wish to provide us with comments and feedback concerning our Site generally. By communicating with us for these purposes, you may provide

us with your email address and other Personally Identifiable Information. In these instances, we use any information you provide to us strictly for the purposes for which you submit the information.

3.3. Email List. Periodically, we may send news, bulletins, marketing materials, or other information to Site Visitors who have signed up for our email list. If you choose to sign up for our email list, you will be required to submit an email address at which we can send our communications. Once you sign up for the email list, you will have the ability to opt out of receiving these communications as provided in Section 7 (Changing or Removing Information; Opting Out).

4. Anonymous, Aggregate Information. We use Anonymous Information to analyze the effectiveness of our Site, to improve our Services, and for other similar purposes. In addition, from time to time, we may undertake or commission statistical and other summary analyses of the general behavior and characteristics of users participating in our Services and the characteristics of visitors at our Site. We may collect Anonymous Information through features of the software that supports our Services, through cookies, and through other means described below.

4.1. IP Addresses; Logs. Quorum may automatically receive and record information in our server logs from your browser, including your IP address (the Internet address of your computer), your computer's name, the type and version of your web browser, referrer addresses and other generally-accepted log information. We may also record page views (hit counts) and other general statistical and tracking information, which will be aggregated with that of other users in order to understand how our Website is being used, and for security and monitoring purposes. None of this data contains Personally Identifiable Information and we will not combine this information with Personally Identifiable Information.

4.2. Cookies. A cookie is a small amount of data, which often includes an anonymous unique identifier, which is sent to your browser from a website's computers and stored on your computer's hard drive. Cookies can be used to provide you with a tailored user experience and to make it easier for you to use a website upon a future visit. We may include cookies on our Website and use them to recognize you when you return to our Website. You may set your browser so that it does not accept cookies. Cookies must be enabled on your web browser, however, if you wish to access certain personalized features of our Services.

4.3. Tags. We may use so-called "pixel tags" — small graphic images (also know as "web beacons" or "single-pixel GIFS") — to tell us what parts of our website have been visited or to measure the effectiveness of searches customers perform on our Site. Pixel tags also enable us to send email messages in a format customers can read, and they inform us whether emails have been opened, to help ensure that our messages are of interest to our recipients. None of this data includes Personally Identifiable Information, and you can "opt-out" of receiving these types of emails from us by following the directions provided in Section 7 (Changing or Removing Information; Opting Out). If any Personally Identifiable Information is collected using such tools, it will be subject to the terms of this Privacy Policy.

4.4. Click-Throughs. If you have signed up for our email list, we may send you email messages which use a "click-through URL" linked to content on our Website. When you click one of these URLs, you pass through our web server before arriving at the destination web

page. We track this click-through data to help determine interest in particular topics and measure the effectiveness of our customer communications. If you prefer not to be tracked, simply do not click text or graphic links in the email, or notify us in accordance with Section 7 (Changing or Removing Information; Opting Out).

4.5. Computer Configuration. In order to determine whether your computer is supported by our system, we may collect certain Anonymous Information. This information includes, but may not be limited to, your operating system and browser, as well as the presence of any software that our Website may require to operate with your computer, or other third party software on your computer. This information is kept strictly confidential and is not shared with third parties, except as provided for in this Privacy Policy.

5. Any Information Linked With Your Personally Identifiable Information Is Protected As “Personally Identifiable Information.” To enable us to better understand the characteristics of our users and/or to provide services tailored to your needs, we may link (a) the Personally Identifiable Information you have provided; with (b) Anonymous Information. If we combine or link any Anonymous Information or other information with your Personally Identifiable Information, the resulting combination will be treated and protected as Personally Identifiable Information under this Privacy Policy. Accordingly, no unrelated third parties will have access to this information, and any of our service providers who are granted access to this information will be bound to protect it in accordance with this Policy.

6. We Do Not Disclose Site-Directed, Personally Identifiable Information to Unaffiliated Third Parties; Limited Exceptions. We will not disclose your Personally Identifiable Information to unaffiliated third parties without your express consent, except in the following limited circumstances:

6.1. Quorum Site Vendors. We may employ other companies to perform functions on our behalf, such as hosting or maintaining the Website, providing services related to the Site, collecting information, responding to and sending electronic mail, or other functions necessary to our business. We may need to share your Personally Identifiable Information with these companies (collectively, "**Site Vendors**"). We will provide Site Vendors with only that information necessary to perform their functions, and we will not allow them to use your Personally Identifiable Information for any other purpose.

6.2. Question of Harm. We may reveal your Personally Identifiable Information to attorneys, private investigator organizations or law enforcement agencies if we believe (a) that you are in risk of harm from another, or (b) that you are harming or interfering (or will harm or interfere) with others or violating (either intentionally or unintentionally) our Terms and Conditions of Use or otherwise violating legal rights.

6.3. Legal. Quorum will reveal your Personally Identifiable Information to the extent we reasonably believe we are required to do so by law. If we receive legal process calling for the disclosure of your Personally Identifiable Information we will attempt to notify you via the email address you supplied during registration (if applicable) within a reasonable amount of time before we respond to the request, unless such notification is not permitted.

6.4. Transfer of Site. Quorum shall be entitled to transfer to a third party information it collects, including any Personally Identifiable Information, in connection with a sale of all or

substantially all of the assets of the business entity responsible for the information under this Policy, provided the acquiring third party has agreed to safeguard your Personally Identifiable Information with protections that in all material respects are the same as or more protective than those set out in this Privacy Policy.

7. Changing or Removing Information; Opting Out.

7.1. Opt-Out. If you sign up to receive communications from us via our email list, we will provide you with the ability to decline -- or "opt-out of" -- receiving such communications. Instructions for opting-out will be provided if and when we determine to send you such a communication. Please understand that you will not be allowed to "opt-out" of formal notices concerning operation of this Website, and legal and other related notices concerning your relationship to the Site.

7.2. Deleting Information. Finally, if you request, we will remove your name and all other Personally Identifiable Information that you have provided from our databases. Please understand, however, that it may be impossible to remove this information completely, due to backups and records of deletions. In addition, please understand that, if you request deletion of your information, you will be unable to utilize associated features of the Website and any associated Services. You may not remove de-identified, anonymous, or aggregate data from our databases.

8. Security. We have put in place security systems designed to prevent unauthorized access to or disclosure of Personally Identifiable Information you provide to us, and we take reasonable steps to secure and safeguard this Information. Our Site's password-protected section requires users to give us unique identifiers such as their user name and password. Quorum employees are required to acknowledge that they understand and will abide by our policies with respect to the confidentiality of Personally Identifiable Information. Additionally, we take steps to require that Quorum's Affiliates and Site Vendors' security policies are at least as protective of your information as our policy. Moreover, we provide access to our databases containing Personally Identifiable Information on a need-to-know basis only.

Our security systems are therefore structured to deter and prevent hackers and others from accessing information you provide to us. We also use software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Please understand, though, that this information should not be construed in any way as giving business, legal, or other advice, or warranting as fail proof, the security of information provided by or submitted to Quorum. Due to the nature of Internet communications and evolving technologies, we cannot provide, and disclaim, assurance that the information you provide us will remain free from loss, misuse, or alteration by third parties who, despite our efforts, obtain unauthorized access.

9. Notice of Security Incident. If we detect, despite the safeguards set out above, an intrusion or other unauthorized access to or use of Personally Identifiable Information (an "**Intrusion**"), we will (i) notify effected users of the Intrusion if the information at issue is sensitive, in our discretion, (ii) deliver this notice by the means we deem most efficient under the circumstances (such as, for example, first class mail or email); (iii) use contact information for each effected user that is current in our files; and (iv) use commercially reasonable efforts to accomplish these steps and effect this notice in a timely manner. To the extent applicable law

requires steps in addition to those specified above, we will under all circumstances comply with applicable law.

10. Participation by Children and Teens; Advisory. Due to federal law (as reflected in the Children's Online Privacy Protection Act), WE DO NOT ALLOW INDIVIDUALS WHO WE KNOW ARE UNDER 13 TO PARTICIPATE IN OUR SITE OR SERVICES. YOU MUST BE AT LEAST 13 YEARS OLD TO USE OUR SITE AND SERVICES. IF YOU ARE BETWEEN 13 AND THE APPLICABLE AGE OF MAJORITY, PLEASE REVIEW THIS AGREEMENT WITH YOUR PARENT OR GUARDIAN. Please understand that we cannot necessarily tell if a user is providing us with his or her true age.

11. Notification of Changes. From time to time, Quorum may change its Privacy Policy. If we make any changes regarding disclosure of Personally Identifiable Information to third parties, we will attempt to contact you prior to the date the modified policy is scheduled to take effect. We will post notice of the new Policy from the privacy link on our Website. With respect to Site Visitors, your use of our Site following any such change constitutes your agreement to follow and be bound by the Privacy Policy, as changed.

12. Our Affiliates. We may choose to rely on and share information with companies closely related to us – our "Affiliates" -- for certain purposes under this Privacy Policy. By "Affiliate," we mean an entity that controls, is controlled by, or is under common control with Quorum, whether the control results from equity ownership, contract, overlapping management or otherwise. In this context, "control" means the ability to replace the officers or directors or otherwise materially influence or control management decisions. You agree that Quorum Affiliates will be entitled to enjoy our rights under this Policy and, in exchange, we agree that we will be responsible for our Affiliate's conduct under this Policy, if our Affiliate fails to comply with any resulting obligations. In any event, we ensure that our Affiliates agree to protect Personally Identifiable Information in a manner no less protective of your interests than the protections set out in this Policy.

13. Relationship to Terms of Use and Other Contracts. This Privacy Policy must be read in conjunction with our Terms and Conditions of Use, and the provisions of our Terms and Conditions of Use are incorporated herein. To the extent the Terms and Conditions of Use conflict with the terms of this Privacy Policy, the terms of this Privacy Policy will control. If you decide to sign a subscription agreement with Quorum, your use of the site will be governed by the terms of your subscription agreement and, in the event of a conflict between this Privacy Policy and the terms of your subscription agreement, the subscription agreement will control.

14. Further Resources. If you wish further information concerning privacy policies in general, you should visit the following site:

<http://www.ftc.gov/privacy/index.html>

15. Contact Us

If you have any questions about this Privacy Policy, the practices of this Site, or your dealings with this Website, please contact us at:

info@quorum.us

16. Effective Date

The effective date of this Privacy Policy is _____.

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