

Privacy Policy

This Privacy Policy is effective as of March, 2014.

Success Educational Service, Inc. d/b/a/ Pims Points, a Tennessee corporation, is highly sensitive to the privacy interests of consumers and believes that the protection of those interests is one of its most significant responsibilities. In acknowledgment of its obligations, Pims Points has adopted the following Privacy Policy, which is applicable to information about consumers that it acquires in the course of its business. If you have questions about this privacy policy, please send an email to info@successeducationalservice.com.

Thank you for visiting www.PimsPoints.com (the "Site"), operated by Success Educational Service, Inc. d/b/a/ Pims Points, a Tennessee corporation ("Pims Points", "we", "us" or "our"). This Privacy Policy (this "Policy") describes the collection and use of information you provide us through the Site; it does not apply to other online or offline Pims Points sites, products or services. This Policy shall supersede and replace all previous versions thereof. We may need to change the Policy from time to time in order to address new issues and reflect changes on the Site or in the law. We reserve the right to revise or make any changes to the Policy and your continual use of the Site subsequent to any changes to this Policy will mean that you accept such changes. Therefore, please bookmark this page and review it periodically to assure familiarity with the most current version of the Policy. We will post all changes to the Policy here so that you will always know what information we gather, how we might use that information, and when we will disclose that information to third parties. You can tell that the Policy has been updated by checking the Privacy Policy Effective Date posted on the top of this page. **YOUR USE OF THE SITE, AND CONTINUED USE OF THE SITE FOLLOWING ANY CHANGES TO THIS POLICY, SIGNIFIES YOUR CONSENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS POLICY. IF YOU DO NOT AGREE TO THIS POLICY, DO NOT USE THE SITE.**

COLLECTING YOUR PERSONAL INFORMATION. We collect and retain two types of information about Site visitors: (i) personal information that individual visitors provide when interacting on the Site, or voluntarily at certain other points (such as via forms or emails), including, without limitation, when you register for our online products and services; and (ii) tracking data, which is automatically collected from every Site visitor (collectively, "Information"). The personal information that we gather may include your name, title, company or organization name, work email, work phone, work or home address, and credit card information. Additionally, we may collect information about your job function and/or information about your company depending upon the nature of the Information you submit. Also, if you contact us, we may keep a record of your correspondence, including any Information contained therein. When you visit the Site, certain anonymous information about your visit may be automatically captured. This information includes the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time

you access the Site; the pages that you access while at the Site and the Internet address of the website from which you linked directly to our site. This information is used to help improve the Site, analyze trends, and administer the Site. We attempt to aggregate such tracking data so that no such data is tied to you in any personally-identifiable manner, however, due to the nature of the Internet, this is not always feasible and tracking data may be traceable back to you.

USE OF YOUR INFORMATION. We use your personal information for the following purposes: To register you for Site participation and collect appropriate fees for purchased products and services. To confirm your registration information or communicate with you by email or telephone. To fill in certain registration information for you the next time you visit a Pims Points-operated site and want to use or purchase additional products and/or services. To respond to your requests or correspondence. To contact you about other products and services that may be of interest to you. We use tracking data for a variety of purposes, including, without limitation, for load balancing metrics, to create reports on user demographics and Site traffic patterns, and to help us diagnose problems with our server or other technical issues relating to the performance or security of the Site. The reports that are generated from tracking data are used for a variety of purposes, including, for example, improving the Site and our services. We will not disclose any personal information to third parties, except (i) to parties who perform services for us, as further described below; (ii) when we believe that such disclosure is required by law; (iii) to enforce the Policy; (iv) to protect the rights, property, security or safety of Pims Points, Site users or the public; (v) to respond to an emergency or security breach; (vi) to offer you products and services that may be of interest or applicable to you; or (vi) as otherwise stated in this Policy. Please be aware that this Policy and the choices you make on the Site will not necessarily apply to personal information you may have provided to Pims Points in the context of other, separately operated, Pims Points products or services.

THIRD PARTIES. Pims Points may hire third-party agents or third-party service providers to operate the Site and to perform functions on our behalf, including packaging, mailing and delivering materials, answering customer questions about products and services, sending postal mail, analyzing data, other administrative tasks, gathering requirements for product upgrades, performing surveys, and/or acting as an agent for third party software, content or services. These third parties have access to the Information needed to perform their functions. We seek to limit such third parties to using the information that is shared with them solely for the purpose of providing such services, however, we cannot be responsible for such third parties' use of Information not in compliance with this Policy. In addition, we may disclose Information to certain third parties if you have requested or authorized the disclosure of such Information.

SPECIAL NOTE TO INTERNATIONAL USERS. By using the Site, you agree and acknowledge that the Site is hosted in the United States. If you are attempting to access the Site from a physical location within the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Site, which is governed by U.S. law and this Policy, you are transferring your Information to the United States and you consent to such transfer and the terms and conditions of this Policy, including the application of the laws of the United States and/or the State of Tennessee, as further set forth below.

COOKIES. We may use cookies or session variables on this Site to ensure the integrity of the registration process. We may use a session cookie that expires soon after you complete the registration process, but could be still stored on your hard drive via your Internet browser.

TRANSFER OF INFORMATION TO THIRD PARTIES UPON A SALE OR CHANGE OF CONTROL. We retain the right to transfer or assign all Information pursuant to a merger, consolidation or other transaction relating to Pims Points or our assets if the assignee or acquirer agrees to abide by the terms of this Policy.

ACCESS TO YOUR PERSONAL INFORMATION. Customer information is collected by Pims Points. You can review and edit your registration information by sending an email to support@PimsPoints.com.

SECURITY OF YOUR PERSONAL INFORMATION. We take reasonable precautions to protect your Information from loss, misuse, unauthorized access or disclosure, alteration or destruction. We maintain reasonable physical, electronic and procedural safeguards for your Information. If we collect or transmit sensitive information such as a credit or debit card number, we use industry standard methods to protect that information. You should recognize, however, that there is no such thing as "perfect security" on the Internet and we cannot guarantee the security of your Information. In addition, because Internet communication is unsecure, it is also possible that the information you supply to us or your access of any information via the Site or via email or other electronic means will be intercepted during transmission. We cannot be liable for any breach of our systems or interception of our transmission and, **FOR THE AVOIDANCE OF DOUBT, WE EXPRESSLY DISCLAIM, to the fullest extent provided under law, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ENSURING, GUARANTEEING OR OTHERWISE OFFERING ANY DEFINITIVE PROMISE OF SECURITY IN CONNECTION WITH YOUR PERSONAL INFORMATION OR USAGE INFORMATION.** You are also responsible for taking reasonable steps to protect your personal information against unauthorized disclosure or misuse. In the event of any breach of our systems or interception of our transmission, Pims Points shall notify you of such an event.

LINKS TO OTHER WEBSITES. The Site may contain links to other websites. Please be aware that this Policy applies solely to the information collected on the Site. We are not responsible for the privacy practices or the content of other websites. We encourage you to be aware when you are leaving this Site and read the privacy policies of each and every website that you visit before providing any personally identifiable information.

TRADEMARKS. PIMS POINTS and other trademarks displayed on the Site are the trademarks and/or service marks of Pims Points or its affiliates. They may not be used or displayed without Pims Points' prior written consent or the appropriate rights holder. All other trademarks, service marks and company names and logos appearing on the Site are the property of their respective owners.

OTHER COMMUNICATIONS. From time to time, we may email Site users information regarding the Site or developments affecting Pims Points. Such emails may be sent to Site users even if they have not requested to receive any communication from us.

MINORS. Minors are not eligible to use our Site. If you are under 18, you can use this Site only in conjunction with your parents or guardians.

LIMITATION OF LIABILITY. Pims Points and its affiliates, officers, agents, partners and employees shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Site and services or resulting from any information or services obtained or messages received or transactions entered into through the Site or resulting from unauthorized access to or alteration of your transmissions of data, including, but not limited to, damages for loss of profits, use, data or other intangibles, even if we have been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law. If you are dissatisfied with any portion of the Site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using this Sites. Pims Points also recognizes that its school administrator users have access to information protected by the Family Educations Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g. Pims Points does not have access to such information, and it is Pims Points’ policy that school administrator users shall not transmit or distribute any FERPA-qualified information through the Pims Points system other than directory information allowed under 20 U.S.C. § 1232g(a)(5)(A).

COMPLIANCE WITH LAWS. We reserve the right to disclose any Information to comply with any law, regulation, decree, judgment, order, subpoena or any other governmental order without any obligation to contest or verify its accuracy.

APPLICABLE LAW . This Policy is governed in all respects by the laws of the State of Tennessee, without regard to conflicts of law provisions. You agree to submit to personal jurisdiction in Memphis, Shelby County, Tennessee and further agree that any cause of action relating to this Policy shall be brought in a state or federal court in Memphis, Shelby County, Tennessee. You agree to voluntarily submit to, hereby consent to, and waive any defense to, the jurisdiction of such courts as to all matters relating to or arising from this Policy.

CHANGES TO THIS PRIVACY POLICY. We may occasionally update this Privacy Policy. When we do, we will also revise the Privacy Policy Effective Date at the top of this Policy. For material changes to this Policy, we will notify you either by placing a prominent notice on the home page of the Site or by directly sending you a notification. We encourage you to periodically review this Policy to stay informed about how we are protecting the personal information we collect. Your continued use of the Site and Pims Points’s products and services constitutes your agreement to this Policy and any updates.

SEVERABILITY. If any part of this Policy is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed

superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Policy shall continue in force and effect.

CONTACT INFORMATION. If you have questions about our Policy or our use of your Information, or if you need help changing your personal information, please contact us by sending email to support@pimpspoints.com or by writing to Pims Points at: Pims Points, P.O. Box 41753, Memphis, TN 38174.