



# Privacy Policy

**EFFECTIVE IMMEDIATELY**

**SPARK I/T Services, LLC.**

## **PRIVACY POLICY**

SPARK I/T Services, LLC. may be referred to herein as "SPARK", "WE" OR "US", whether in uppercase, lowercase, or a combination.

Capitalized terms not defined herein are defined in Our [Terms](#).

Thank You for accessing or having accessed any of SPARK'S sites, services, offerings, Content, products, or applications, by way of the internet web sites located at the urls [www.sparkitservices.net](http://www.sparkitservices.net), or by way of a mobile device, smart-phone, tablet, reader, application or app, software, tangible Content medium (including a dvd or flash drive), Facebook, Twitter, a video service (such as YouTube or Vimeo) (none of which SPARK is affiliated with), or any other device or method now known or developed in the future (individually and collectively, "the," "any," or "a" "SPARK Platform"). This Privacy Policy details certain policies implemented throughout every SPARK Platform governing the use of personally identifiable information about users of our various Platforms and users of services available on or through each SPARK Platform (the "Services"). Notwithstanding anything herein, including the use of the phrase "any" or "every SPARK Platform," this Privacy Policy is not applicable to License123™, which has its own Privacy Policy.

## **Privacy Policy Updates**

SPARK may make changes to the Privacy Policy, any SPARK Platform, Content, or services at any time. The latest Privacy Policy will be posted or be available through [www.sparkitservices.net](http://www.sparkitservices.net) and You agree that You should always review it prior to using any SPARK Platform, Content, or Services.

Because of the rapidly evolving nature of the internet, computers, mobile technologies, and other technologies, in our attempts to make our user experience better, and for other aesthetic and business reasons, SPARK may change, update and modify the Privacy Policy from time to time. SPARK will post its updated Privacy Policy at [www.sparkitservices.net](http://www.sparkitservices.net) so You may always be aware of what has changed. If any modification is unacceptable to You, You shall cease using the SPARK Platform, Content, and Services right away. If You do not cease using the SPARK Platform, Content, and Services, You will be conclusively deemed to have accepted the change(s). Except as stated elsewhere, any amended Privacy Policy shall automatically be effective as soon as it is initially posted and/or sent to registered Users, except if SPARK states that it is giving advance notice of any amended term to be effective on a date in the future. Please check the Privacy Policy and any guidelines periodically for changes. Except as posted by SPARK to the [www.sparkitservices.net](http://www.sparkitservices.net) sites or other aspects of any SPARK Platform, this Privacy Policy may not be otherwise amended, and no term may be waived by SPARK, except in a writing, hand signed by pen on paper (or as set forth below) by You and an authorized representative of SPARK. For purposes of this provision, a "writing" does not include an email message, text, chat, or the like, sent from any device existing now or later developed and a signature does not include an electronic signature.



## **Information Collection and Use**

You can generally visit a SPARK Platform without revealing any personally identifiable information about Yourself. However, in certain sections of a SPARK Platform and when You use our Services, including as a subscriber, we may invite You to contact us with questions or comments or request information, provide or upload documents and other Content (for example, links to Your blog), contact us with feedback, participate in surveys, questionnaires, or contests, recommend or rate Content, or complete a registration form. Due to the nature of some of these activities, we may collect personally identifiable information that You submit, such as Your email address, credit card information, gender, school, photo, age, phone number, postal address, city, and occupation. We may also collect additional personally identifiable information that You voluntarily include in Your profile or Your blog or transmit with Your communications to us. If You are a registered user, (i) You may be able to send a request to add friends to Your network and send them messages and we may collect their personally identifiable information that You use to contact them and (ii) other users may be able to view who has posted (for registered users), recommended, or rated certain Content or documents and may be able to comment on or rate the documents and other Content You have posted to the Site (if they are registered users). Additionally, other users may be able to view information about the documents You have posted, such as the most recently posted documents and highest rated documents and we and other users may modify the tags or categories of the documents and other Content You have posted to a SPARK Platform (which will be associated with Your username if You are a registered user).

We may use Your personally identifiable information to register You to use a SPARK Platform or and Services; to deliver certain services; to provide notices regarding services or documents You have purchased or licensed; to verify Your authority to enter or utilize a SPARK Platform or Service; to improve the Content and general administration of a SPARK Platform and our Services and display targeted advertising on or through a SPARK Platform; and to contact You, including by email or telephone. We may use Your email address, physical address, telephone number, and SPARK messaging system to contact You, without further consent, for administrative communications, to address copyright infringement or defamation or other violations of Terms of Service issues, or to contact You regarding Your membership, subscription, or any Content that You have posted to or downloaded from the Site. Users will receive SPARK registration emails when they register, Ask or Ask SPARK personnel will receive communications relating to Your questions or request, Users may receive updates and notices about questions they are asking or answering, other posts, Your accounts, and new features and policies; these communications are considered part and parcel of Your service and You may not be able to opt out of them. SPARK may contact You about new services, special offers, promotions, and third-party / affiliate offers, and will include in any such emails an opt-out link by which You can opt out of receiving such emails. Our customer care and other departments may contact You and referral participants to attempt to address Your satisfaction with SPARK and/or to ask how we can improve. SPARK or its agents may contact You, including by telephone or email, including after Your SPARK account has terminated or expired, and Your agreement to the Terms constitutes Your request that SPARK contact and communicate with You, including by traditional mail, private courier, telephone (land and mobile), email, texts, or through social media such as Facebook, Twitter, Google+, YouTube, Vimeo, and various blogs.

We may use and disclose Your information if we believe, in good faith, that it is appropriate or necessary to take precautions against liability; to protect SPARK from fraudulent, abusive, or unlawful uses; to investigate and defend ourselves against third-party claims or allegations; to assist government enforcement agencies; to protect the security or integrity of a SPARK Platform; or to



protect the rights, property, or personal safety of SPARK, our Users, or others. We may disclose User information to affiliated companies or other businesses or persons to provide web site hosting, maintenance, and security services; fulfill orders; conduct data analysis and create reports; offer certain functionality; and assist us in improving the SPARK Platforms and Services, and in creating new services and features.

## **Children's Privacy**

SPARK recognizes the privacy interests of children and we encourage parents and guardians to take an active role in their children's online activities and interests. No SPARK Platform is intended for children under the age of 13. SPARK does not target its Services or Platforms to children under 13. SPARK does not knowingly collect personally identifiable information from children under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS ANY SPARK PLATFORM AT ANY TIME OR IN ANY MANNER. IF SPARK LEARNS THAT PERSONALLY-IDENTIFIABLE INFORMATION OF PERSONS LESS THAN 13 YEARS OF AGE HAS BEEN COLLECTED ON OR THROUGH A SPARK PLATFORM, SPARK WILL TAKE THE APPROPRIATE STEPS TO DELETE THIS INFORMATION.

IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A CHILD UNDER 13 WHO HAS BECOME A SPARK SUBSCRIBER, THEN PLEASE CONTACT SPARK AT [PRIVACY\\_at\\_SPARK\\_dot\\_COM](mailto:PRIVACY_at_SPARK_dot_COM) TO HAVE THAT CHILD'S ACCOUNT TERMINATED AND INFORMATION DELETED.

THE FOLLOWING ARE SOME RESOURCES THAT MAY HELP PARENTS AND LEGAL GUARDIANS IN MONITORING AND LIMITING YOUR CHILDREN'S ACCESS TO CERTAIN TYPES OF MATERIAL ON THE INTERNET. WHILE SPARK DOES NOT ENDORSE THESE SITES, SERVICES, OR PRODUCTS, AND DISCLAIMS ANY RESPONSIBILITY IN CONNECTION WITH THEM, WE PROVIDE INFORMATION ABOUT THEM AS A PUBLIC SERVICE.

1. [OnGuard Online](#), maintained by the Federal Trade Commission.
2. [WiredSafety](#)
3. [Netsmartz.org](#)
4. [The Child Safety Network](#)
5. [Control Kids](#)
6. [Cyber Sitter](#)
7. [Net Nanny](#)

## **Cookies, Pixels, and Web Beacons**

When You use or access a SPARK Platform, we may use small text files containing a string of alphanumeric characters called cookies to improve overall Site experience, among other things. A cookie is a piece of data stored on the user's hard drive or browser containing information about the user. Information from cookies alone generally do not provide us with information to personally identify You. SPARK may use both session cookies and persistent cookies. A session cookie generally disappears after You close Your browser. A persistent cookie remains after You close Your browser and may be used by Your browser on subsequent visits to a SPARK Platform or other web sites. Persistent cookies can generally be removed by You. Please review Your web browser "Help" file to learn the proper way to modify Your cookie settings and to remove cookies. We may also use pixels or web beacons on our Platform and in emails that we send to You. (See, e.g., [http://en.wikipedia.org/wiki/Web\\_beacons](http://en.wikipedia.org/wiki/Web_beacons).) we may collect information regarding your activity



on a particular web-page, pages visited, searches performed, documents and profiles viewed, documents downloaded, documents uploaded, reviews, and comments made.

### **Automatically Collected Information**

When You access a SPARK Platform or open one of our HTML emails, we may automatically record certain information from You or Your system by using different types of tracking technology, including server logs. This "automatically collected" information may include Internet Protocol address ("IP Address"), a unique device or user ID, version of software installed, system type, browser used, the Content and pages that You access on or through a SPARK Platform, the dates and times that You visit a SPARK Platform, documents and other Content that You searched for, viewed, uploaded, downloaded, printed, emailed, saved, the documents You have started to complete or did complete using Doc Complete (aka SPARK Custom Documents), messages sent to and received from SPARK and other SPARK users using the SPARK messaging system, as well as any questions you might have asked and answers you might have received using the ASK or ASK SPARK Service, as well as advertisements that You moused over or clicked on, and information from Your Facebook account that You make publicly available, which is provided to us by Facebook via the Facebook application programming interface ("API"). Like most websites, our servers automatically record the page requests made when You visit our SPARK Platform sites. These "server logs" typically include Your web request, Internet Protocol address, browser type, browser language, the date and time of Your request, and one or more cookies that may uniquely identify Your browser.

### **Aggregate Information**

A SPARK Platform may track the total number of visitors to a SPARK Platform, the number of visitors to each page of a SPARK Platform, browser or device type, and IP addresses, and we may analyze this data for trends and statistics in the aggregate, but such information will be maintained, used, and disclosed in aggregate form only and it will not contain personally identifiable information. We may use such aggregate information to analyze trends, administer a SPARK Platform, track users' movement, and gather broad demographic information for aggregate use.

### **Disclosure**

We may provide Your personally identifiable information and the data generated by cookies, web beacons, logs, and the aggregate information to the vendors and service agencies that we may engage to assist us in providing our Platforms, Services, advertising, and any other product and/or service to You. Such third-party entities may be obligated to use Your personally identifiable information to provide the services to us. We will disclose Your personally identifiable information if we reasonably believe we are required to do so by law, regulation or in cooperation with any governmental investigation, including upon receipt of what we believe may be a valid subpoena, whether issued by a Court that has jurisdiction over SPARK or not. (Please note that SPARK reserves the absolute right to assert that only the Federal District Court of the Central District of California, and the Los Angeles County Superior Court have jurisdiction over SPARK, and subpoenas from outside these two jurisdictions must be "domesticated," though we are not obligated to do so.) We will not sell Your personally identifiable information to any company or organization, however, we may transfer Your personally identifiable information to a successor entity upon a merger, consolidation, or other corporate reorganization in which SPARK participates or to a purchaser of all or substantially all of SPARK'S assets to which a SPARK Platform or Service relates.



## **Disclosure of Documents Viewed, Downloaded or Printed, SPARK Account Information, and other Information:**

Under certain circumstances We may disclose the Content (documents) viewed, downloaded, or printed, SPARK Account information, and other information. Typically those circumstances include when someone questions or disputes a charge, transaction, or having subscribed to a SPARK Platform or Service. If a credit card or PayPal account holder questions or disputes a charge we may disclose the history of Content (documents) viewed, downloaded, or printed, as well as the internet protocol (IP) addresses the purported credit card or PayPal account holder logged in to a SPARK Platform from, and dates and times of logging in, and certain information pertaining to the SPARK account, such as the email address provided by the SPARK account holder. We may disclose this information to: the SPARK or credit card or PayPal account holder, if such person provides us with sufficient information for us to reasonably verify that such person is one of the actual SPARK or credit card or PayPal account holders; someone acting on behalf of the actual SPARK or credit card or PayPal account holder(s), if such person provides us with sufficient information for us to reasonably verify that such person is acting on behalf of the actual SPARK or credit card or PayPal account holder(s); or Our transaction and payment processors and any service that facilitates Our transaction and payment processing. Furthermore, You should be aware that if anyone shares the SPARK account that You use, or accesses that SPARK account, they may be able to view what Content was viewed, downloaded, printed, uploaded, searched for, saved, emailed, forwarded, the documents You have started to complete or did complete using Doc Complete (aka SPARK Custom Documents), messages sent to and received from SPARK and other SPARK users using the SPARK messaging system, as well as any questions you might have asked using the ASK or ASK SPARK Service, through that SPARK Account or while logged in to a SPARK Platform using that SPARK Account.

## **Profile Information**

When You create a SPARK account, some information about Your account and Your account activity may be provided to other SPARK users. This may include the date You opened Your account, the date You last logged into Your account, Your age (if You choose to make it public), and the number of documents You have downloaded and, what You have downloaded and uploaded, and what You have viewed, and SPARK may view the Content of those documents.

Your SPARK account name, not Your email address, may be displayed to other users when You engage in certain activities on a SPARK Platform. Other users may be able to contact You by using the SPARK messaging system or by commenting on a SPARK Platform.

Any documents that You submit may be redistributed through the internet and other media channels and may be viewed by other SPARK users or the general public.

You may also choose to add personal information, which may include Your name, gender, profile picture, or other details, such as company name and Your job title, that may be visible to other users on Your SPARK account page. We may provide Your company name and Your job title (if You elected to complete those sections of Your user profile) to third-parties, such as advertising networks and other companies.

## **DocStore Users**



We may provide Your personally identifiable information and the data generated by cookies, pixels, and web beacons, and the aggregate information to the vendors and service agencies that we may engage to assist us in providing our Platform and Services to You. Such third-party entities may be obligated to use Your personally identifiable information solely to provide the services to us. We will disclose Your personally identifiable information if we reasonably believe we are required to do so by law, regulation, or in cooperation with any governmental investigation. We will not sell Your personally identifiable information to any company or organization except we may transfer Your personally identifiable information to a successor entity upon a merger, consolidation, or other corporate reorganization in which SPARK participates or to a purchaser of all or substantially all of SPARK'S assets to which this Site relates.

### **Links to Third-Party Sites/Opt-Out for Non-PII Collection for Network Services**

We use third-party advertising companies and advertising networks to serve advertisements to You on our behalf when You visit our Website, and to optimize advertisements. These, and other companies may use information (typically not including Your name, address, email address, or telephone number, but sometimes including Your company name and job title gathered from Your SPARK profile information) about Your visits to a SPARK Platform and other Websites in order to provide advertisements about goods and services of interest to You, as well as to provide us with information that is intended to make our Platforms and Services better, and for other business reasons. They, or we, may do this by using cookies, pixels, and web beacons, among other things. (See, e.g., [http://en.wikipedia.org/wiki/Web\\_beacons](http://en.wikipedia.org/wiki/Web_beacons) .) see [this link \( http://www.sparkitservices.net\)](http://www.sparkitservices.net) for additional information regarding these sites, services, technologies, and tools, their privacy policies (which we encourage You to read), and how You may opt-out of the uses of such technologies.

Although we may attempt to contractually limit what third-party advertising companies and networks do, we have no ability to monitor or control what they do. In the past, some advertising companies and networks have been sued for allegedly using what are called "local shared objects" or "re-spawning cookies" (including by using Adobe® flash cookies). Although we attempt to contractually require that these companies shall always allow the end-user (You) to easily and completely uninstall any means of tracking the end-user without regenerating the means of such tracking, we cannot assure that this will occur and, therefore, You consent to these types of practices. If You would like more information about what many advertising companies and advertising networks do and to know some of Your choices about not having this information used by the companies that are member of the Network Advertising Initiative, please visit [http://www.networkadvertising.org/optout\\_nonpii.asp](http://www.networkadvertising.org/optout_nonpii.asp). We cannot assure that all of our third-party advertising companies and advertising networks are members of the network advertising initiative, or that they comply with the policies of the network advertising initiative.

### **Security**

We may employ procedural and technological security measures that are reasonably designed to help protect Your personally identifiable information from loss, unauthorized access, disclosure, alteration, or destruction. SPARK may use encryption, password protection, and other security measures to help prevent unauthorized access to Your personally identifiable information. YOU ARE RESPONSIBLE FOR MAINTAINING THE SECRECY OF YOUR UNIQUE PASSWORD AND ACCOUNT INFORMATION AT ALL TIMES. WE CANNOT, HOWEVER, ENSURE OR WARRANT THE SECURITY OF ANY INFORMATION YOU TRANSMIT TO US, AND YOU DO SO AT YOUR OWN RISK. ONCE WE RECEIVE YOUR TRANSMISSION OF INFORMATION, WE MAKE



COMMERCIALLY REASONABLE EFFORTS TO ENSURE THE SECURITY OF OUR SYSTEMS. HOWEVER, PLEASE NOTE THAT THIS IS NOT A GUARANTEE THAT SUCH INFORMATION MAY NOT BE ACCESSED, DISCLOSED, ALTERED, OR DESTROYED BY BREACH OF ANY OF OUR PHYSICAL, TECHNICAL, OR MANAGERIAL SAFEGUARDS. IF WE LEARN OF A SECURITY SYSTEMS BREACH, THEN WE MAY ATTEMPT TO NOTIFY YOU ELECTRONICALLY SO THAT YOU CAN TAKE APPROPRIATE PROTECTIVE STEPS. WE MAY POST A NOTICE ON A SPARK PLATFORM IF A SECURITY BREACH OCCURS. DEPENDING ON WHERE YOU LIVE, YOU MAY HAVE A LEGAL RIGHT TO RECEIVE NOTICE OF A SECURITY BREACH IN WRITING.

### **Notice to European Users**

The information You enter on or through a SPARK Platform or otherwise provide to SPARK may be transferred outside of the European Union to the United States of America, which does not offer an equivalent level of protection to that required in the European Union. In particular, You are advised that the United States of America uses a sectoral model of privacy protection that relies on a mix of legislation, governmental regulation, and self-regulation. Article 26 of the European Union's Data Protection Directive (Directive 95/46/EC, 1995 O.J. (L 281) 31) allows for transfer of personal data from the European Union to a third country if the individual has unambiguously given his consent to the transfer of personal information, regardless of the third country's level of protection. By agreeing to the terms of use and this privacy policy, You consent to the transfer of all such information to the United States of America, which may not offer an equivalent level of protection to that required in the European Union and to the processing of that information by SPARK on its servers located in the United States of America as described in this Privacy Policy.

### **Correction/Updating Personally Identifiable Information**

SPARK provides You with the ability to review, correct, and delete any of Your user profile. Information You post in other areas of a SPARK Platform cannot be deleted. If You wish to review or correct any profile information You have provided to us, You may submit a request to us at the contact email below or access Your account online.

If You have any questions regarding this Privacy Policy please contact us by phone at (918) 608-8888 or via email at [Privacy\\_at\\_SPARK\\_dot\\_com](mailto:Privacy_at_SPARK_dot_com). Please make sure the subject line states "Privacy Policy Question."

This Privacy Policy was last updated on July 14, 2014

This Privacy Policy is effective as of: July 14, 2014