

THE NATIONAL **OPERA** CENTER **AMERICA**

LEGAL NOTICES, TERMS OF USE, AND PRIVACY POLICY

Last revised as of January 11, 2014, stated as required by Californian Law.

Agreement to be Bound.

By accessing a site, continuing to access a site, or downloading materials from a site, you agree to abide by the terms of use described in this notice. If you do not agree to abide by these terms of use, do not use a site or download materials from a site.

General Information.

These are the legal notices and terms of use and the privacy policy that apply to the domain(s) below. We refer to the website(s) accessible through the domain(s) and all related websites as “sites” and to each of them as a “site.”

<http://www.operaamerica.org>
<http://www.operaamerica.com>

When we refer to “we,” “us,” or “our,” we mean **OPERA America Inc.**, a not-for-profit service company, or the specific division, subsidiary, or affiliate that operates a site, provides its content, or processes information received through it, each as appropriate and applicable.

When we refer to “you” or “your,” we mean the person accessing the site. If the person accessing the site does so on behalf of, or for the purposes of, another person, including a business or other organization, “you” or “your” also means that other person, including a business organization.

LEGAL NOTICES AND TERMS OF USE

Copyrights and Other Intellectual Property.

This site is © 1995-2014 by us and we reserve all rights. You may inquire about rights to reproduce content from this site by e-mailing us using the technical support e-mail address below.

ALL RIGHTS IN ALL MATERIALS POSTED ON SITES EITHER BELONG TO US OR ARE LICENSED BY US WITH THE RIGHT TO SUE AND OTHERWISE ENFORCE INTELLECTUAL PROPERTY RIGHTS IN SUCH MATERIALS. YOU MAY NOT COPY ANY MATERIAL FROM ANY SITE WITHOUT OUR EXPRESS PERMISSION IN FOR FORM OF A RECORD SIGNED BY US.

Trademarks of others are the property of their respective owners. These include Microsoft® Corporation (as to Word®, Excel®, Access®, and PowerPoint®), Adobe® Systems Incorporated (as to Acrobat® and Acrobat Reader®) and Macromedia®, Inc (as to Flash® and Dreamweaver®). We make no claim to the trademarks of others.

DMCA Copyright Notifications

We do not knowingly permit anyone to post materials on a site where such posting would violate copyright or other applicable law, including the Digital Millennium Copyright Act (“DMCA”) (including 17 USC § 512). If you are a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed by any material on any site, you may notify us of claimed infringement by sending to us a notice containing the following elements.

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the 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 the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement that in the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our designated agent for receipt of such notices is:

Kevin Sobczyk
Director of Research/CIO
OPERA America Inc.

330 Seventh Avenue
8th Floor
New York, NY 10001
Phone: 212-796-8620
Fax: 212-796-8621
KSobczyk@operaamerica.org

Limited License.

Subject to these terms of use, we grant to you a non-exclusive, non-transferable, limited right to access the sites and the materials thereon. You may use the sites for informational purposes and in connection with the purchase of products or services from us.

No Interruption.

You agree not to interrupt or attempt to interrupt the operation of any site in any way.

Use of Materials.

We authorize you to view and download materials from the sites only for your use in connection with the purchase or evaluation of our products and services or in the exercise of any membership rights described in a site. This authorization is not a transfer of any rights in the materials other than those expressly granted. Any copies you make of the materials (including by printing or by retaining electronic copies) are subject to the following restrictions.

- (1) You may not remove, or disassociate, from any of the materials any copyright or other proprietary notices contained in the materials;
- (2) You may not modify, reproduce, display, perform, distribute, prepare derivative works from, or otherwise use the materials for any purpose not expressly permitted by these terms of use; an
- (3) You may not transfer the materials to any other person.

Information Posted on the Site.

Except as expressly requested in a site, you should not provide to us any information that you do not want published on a site or presented to other users of a site. To the extent that you do not want published on a site or presented to other users of a site. To the extent that you provide to us any information by posting it on the site or submitting to us any information for posting on the site (including text, graphic materials, audio, or any other materials):

- (1) You represent and warrant to us and to all others that access any site that you own, or possess sufficient rights in, all such information and all such parties may regard such information as publicly disclosable and, in any case, not your confidential information;

- (2) You represent and warranty that you have the authority to grant to us the right to use the likeness of any person appearing in any graphic material in the commercial promotion of our products and/or services and you grant to us that right;

CAN-SPAM, Telephone Consumer Protection Act and Similar Law.

You use of a site establishes a business or other applicable relationship with us for purposes of CAN-SPAM, the Telephone Consumer Protection Act, and all other applicable law that addresses unsolicited commercial communications. By accessing, or continuing to access, this site, you agree that we or our agents may call, e-mail, or otherwise communicate with you regarding promotion of the sale, lease, or exchange of goods, services, real property, or any other thing of value.

Misuse of the Sites.

You may not make any statements on, or provide or post any information to, a site that is defamatory, threatening, obscene, harassing, or otherwise unlawful, or that, without due authorization, incorporates the proprietary material of another.

Disclaimer of Warranties.

THE SITES AND ALL MATERIALS AVAILABLE ON OR THROUGH THEM ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE USER. WE FURTHER DISCLAIM ALL IMPLIED WARRANTIES AS TO INFRINGEMENT OR MISAPPROPRIATION, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PRUPOSE.

Revisions to Terms of Use.

We reserve the right, at our sole discretion and without any notice, to change, modify, add, or remove any portion of these terms and conditions at any time. Changes in these terms and conditions will be effective when the revised terms and conditions are posted. Your use or continued use of any site after any changes to these terms and conditions are p9osted will be considered acceptance of those changes. READ THSES TERMS AND CONDITIONS AND THE REALTED PRIVACY INFORMATION EVERY TIME YOU ACCESS ANY SITE TO MAKE SURE THAT YOU CAN CONTINUE TO AGREE TO THEIR TERMS.

Changes to the Site.

We may terminate change, suspend or discontinue any aspect of any site, including the availability of any features of any site, at any time. We may also impose limits on certain features and services or restrict your access to parts or a site or one or more entire sites without notice or liability. We may terminate the authorization, rights, and license given above and, upon such termination, you

will immediately destroy all materials that you obtained from or through the site and that are in your possession or control.

International Users.

The site is controlled, operated and administered by us or our agents from offices within the United States of America utilizing servers located in the United States of America. We make no representation that materials at this site are appropriate or available for transmission to or from, or use in, locations outside of the jurisdiction stated above and accessing any site from any jurisdiction where such site's contents are illegal is prohibited. You may not use the site or export the materials in violation of import or export laws and regulations. If you access a site from a location outside of the United States of America, you are responsible for compliance with all local laws.

Choice of Law, Jurisdiction, and Venue.

The laws of the District of Columbia and the federal laws of the United States (without regard for choice of law rules) govern these terms of use, the privacy policies, and performance under them. Any suit or other action arising out of, or in any way connected with, your use of any site may be brought only in the courts of the District of Columbia or in the United States District Court for the District of Columbia. You irrevocably consent to the jurisdiction and venue of such courts.

Limitation of Actions.

You must commence any suit or other action in connection with your use of any site within one year after events giving rise to the claim or cause of action occur.

Partial Invalidity.

If, for any reason, a court of competent jurisdiction finds any provision of these terms of use or any privacy policy, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these terms of use and the privacy policy, and the remainder of these terms of use and the privacy policy shall continue in full force and effect.

Responsibility for Username and Password.

We may provide to you a username and a password to use in accessing one or more sites. Until you notify us otherwise and we have had a commercially reasonable time to respond to your notice we may, and will, assume that every transaction entered into, every authorization received, and every act or omission undertaken using your username and password are fully authorized by you. Except to the extent that your password or account are compromised by our gross negligence, you are entirely and absolutely responsible for all activity performed using your username and password. KEEP YOUR PASSWORD CONFIDENTIAL. DO NOT WRITE IT DOWN. CHANGE IT OFTEN WHEN APPLICABLE. DO NOT USE COMMON WORDS OR NAMES OF PETS, FAMILY MEMBERS CELEBRITIES, OR OTHER WORDS THAT ARE EASILY GUESSED.

Other Provisions.

Certain areas and features of sites contain terms and conditions specific to those areas and features. Such terms and conditions are in addition to these terms and conditions and prevail over these terms and conditions and the privacy policy only to the extent it is not possible to construe these terms or the privacy policy consistently with such other terms and conditions.

Warning regarding Other Users of Sites.

WE DO NOT INVESTIGATE OR VET ANY USERS OF ANY SITE. YOU SHOULD NOT ASSUME THAT ANY INFORMATION YOU RECEIVE THROUGH THIS SITE FROM ANY OTHER PERSON IS TRUE, ACCURATE, OR VERIFIED BY ANYONE. YOU USE THE SITES AT YOUR OWN RISK. WE ARE NOT , AND WILL NOT BE, LIABLE TO YOU FOR ANY DAMAGES, COSS, SUITS, ACTIONS, LOSSES, OR ANY OTHER HARM THAT RESULTS FROM YOUR USE OF ANY INFORMATION PROVIDED BY OR THROUGH THIS SITE OR RESULTING FROM ANY ACT OR OMISSION OF ANY OTHER PERSON, WHETHER A USER OF A SITE OR OTHERWISE.

Limitation of Liability.

Without affecting any other limitation of liability contained in these terms of use or otherwise:

- (a) IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF ANY SITE OR ANY SERVICE RELATED THERETO, INCLUDING, WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF ANY SITE OR SERVICE RELATED THERETO OR PERSONS INTRODUCED TO YOU THROUGH ANY SITE OR SERVICE REALTED THERETO; and
- (b) IN NO EVENT WILL WE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE ANY SITE OR ANY SERCIE RELATED THERETO, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF WE KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL OUR AGGREGATE LIABLILTY, ON ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, EXCEED THE PRICE PAID BY YOU TO US.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Dispute resolution.

Any dispute arising out of or related to your use of, or association with, a site will be settled solely by binding arbitration in accordance with the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association. The place of arbitration will be the District of Columbia in the United States of America. The arbitration will be conducted in English. Any award by the arbitration panel may be entered in, and enforced by, any court of competent jurisdiction.

Solely in the case where, and only to the extent that, arbitration is not allowed by law or in the case where either party requires equitable remedies not available through arbitration, any suit or other action arising out of, or in any way connected with, your use of any site may be brought only in the courts of the District of Columbia or in the United States District Court for the District of Columbia. You irrevocably consent to the jurisdiction and venue of such courts.

General Privacy Policy (as pertaining to use in the United States).

(This section sets forth the general privacy policy for the United States and other jurisdictions not otherwise specifically covered by the jurisdiction-specific policies below. Citizens of EU Member States and citizens of Canada should see the provisions below specific to them.)

This privacy policy discloses the privacy practices for the sites. This privacy policy does not cover information we collect by means other than a site. If you have any questions about how we use information collected by means other than a site, you should inquire at or before the time you give such information to us.

Note that this policy contains several important exceptions, most notably the exception involving use of information to identify and/or pursue persons who are under criminal investigation or who damage, or may damage, our information or other resources. Please read the entire privacy policy to be sure that you understand these exceptions.

Information ownership, Collection and Use.

We are the sole owner of the information collected through the sites. We will not sell, share, or rent this information to others in ways different from those disclosed in this policy. We may collect information from users at several different points on a site.

This privacy policy addresses some types of information, means of collecting information, and uses of information that may not presently apply to one or more of the sites. We tell you about these types of information, means of collecting

information, and uses of information anyway because we want to maintain flexibility in offering additional features without having to revisit our terms and conditions or privacy policy every time we revise a site or offer new functions. No description of any type of information, means of collecting information, or use of information will requires us to collect any particular information, make any particular use of any information, or offer any particular functionality through any site.

Child Online Privacy Protection Act (COPPA) Compliance and Related Information.

The Child Online Privacy and Protection Act (COPPA) regulates online collection of information from persons under the age of 13. It is our policy to refrain from knowingly collecting or maintaining personally identifiable information relating to any person under the age of 18. If you are under the age of 18, please do not supply any personally identifiable information through the site. If you are under the age of 18 and have already provided personally identifiable information through the site, please have your parent or guardian contact us immediately using the information below so that we can remove such information from our files.

Ordering, Event Registration, and Related Processes.

When and if you order products or services using a site or register fro an event, we request information from you using and order form. When we already have information about you (such as through a previous order or registration, whether received through a site or otherwise), we may use such information to facilitate the order or registration process. When using an order form, you must provide contact information (such as name and shipping address) and financial information (such as credit card number and expiration date). This information is used for billing purposes and to fill your order. If we have trouble processing an order, we use this contact information to contact you.

Cookies.

A cookie is a piece of data stored on the computer that runs and Internet browser. It can contain information about you, your computer, your browser, your session, the websites you visit, and other information about you or others who use, or have used, the computer or browser you use to access the Internet. The cookies we use, if any, are not linked to any personally identifiable information while using a site unless you have given us permission to link personally identifiable information to one or more cookies. You give us that permission any time you register on a site, place an order through a site, or identify yourself or the computer you are using through a site.

Most or all browsers permit you to disable or reject cookies. You can do this by setting the preferences in the browser. Use the "help" feature of your browser to obtain more information about refusing cookies. As of the time we wrote this privacy policy, there was information about how to disable cookies at the

following websites. We do not operate either of these websites and we make no representation or warranty about the information contained in the websites to which these links will take you.

<http://support.microsoft.com/default.aspx?scid=kb%3ben-us%3b283185>
http://wp.netscape.com/legal_notices/cookies.html

If you set the browser you use to reject cookies, you can use the sites, but you may not be able to use the full functionality of one or more of the sites or it may take additional time to utilize such functionality.

One or more of the organizations with which we do business, or to which we provide links from a site, may also use cookies. We have no control over such organizations' uses of cookies and users should review the privacy policies of such organizations to determine the uses such organizations make of cookies.

Log Files.

We or our hosting provider may collect traffic information from visitors for statistical analysis and site improvement. When you access a site, we or our hosting provider may collect information about your visit in a log file on a server. Log file information may include, but is not limited to, internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks. We or our hosting provider use this information to analyze trends, administer sites, track users' movements in the aggregate, and gather demographic information for aggregate use. IP addresses and other log file information are not linked to personally identifiable information. We do not try to track users or to identify users individually except as otherwise stated in this policy, but we or our hosting provider do review this information to understand overall trends and to determine what kinds of content are popular and useful to users.

Sharing.

- (a) Aggregated information.** We or our hosting provider may share aggregated demographic information with our users, our affiliated organizations, and other organizations with which we do, or contemplate doing, business. Such information is aggregated and is not linked to any information that can identify individual users.
- (b) Outsourcing providers.** We may use outside shipping or other outsourcing providers to process and ship orders or perform other functions. We use commercially reasonable diligence to restrict the purposes for which these outsourcing providers may use your personally identifiable information. The requirements or requests that we impose on such outsourcing providers vary with the sensitivity of the information and can, but do not necessarily, include requirements that these outsourcing providers not retain, share, store, or use personally identifiable information for any secondary purposes, except for backup and recovery operations.

Although we use good faith efforts to impose, and/or ensure compliance by our outsourcing providers, we cannot, and will not, be responsible to users for misuse of personally identifiable information by such outsourcing providers. This section is meant as a description of our practices. It does not impose any duty upon us and it does not constitute a representation or warranty by us upon which you may rely.

(c) Specific services. We may have agreements with other parties to provide specific services. When you use such services, we may share personally identifiable information with such parties. In such cases, we will use good faith efforts to restrict the information provided to the information necessary for the provision of such services.

(d) General use. We share personally identifiable information (whether in return for compensation or otherwise) with various vendors, suppliers and advertisers. While we use good faith efforts to verify that such vendors, suppliers, and advertisers promote products and services of interest to site users, we cannot, and do not, endorse such vendors, suppliers, advertisers, products or services unless we expressly state otherwise. We share only such information as you yourself provide to us or someone else provides about you (such as through a registration process) and do not share personally identifiable information derived indirectly through IP address tracing or similar means. If you wish us to refrain from providing your personally identifiable information in this manner, please see the opt-out information and contact information below.

Links and Information Gathered by Others.

One or more sites may contain links to other websites. We do not operate those websites and we cannot control the information that the operators of such websites gather or what the operators of such websites do with the information. We are therefore not responsible for the activities of the operators of such websites.

Newsletter.

If you wish to subscribe to a newsletter we offer or to a mailing list that we maintain, we will collect from you contact information necessary to send the newsletter or other information to you. This is usually limited to your e-mail address, but may include other information.

Surveys and Contests.

From time to time, we may request information from you using surveys or contests. Participation in these surveys or contests is completely voluntary and you therefore have a choice as to whether to disclose this information. Information requested may include contact information (such as name and address) and demographic information (such as zip code and type of user). We will use such contact information to notify winners and award prizes, and to monitor or improve the use of one or more sites and provide aggregated information for our own uses or to our customers or other organizations, and we

may also use it to notify you of news about us or our affiliates or promotions of our products or services or the products or services of people with whom we do business.

Tell-A-Friend

We may offer a referral service that allows you to inform your friends and other acquaintances about content on the site or to forward information to them. If you elect to use such a referral service, we will collect the friend or acquaintance's e-mail address and use it to send to the friend or acquaintance a one-time e-mail inviting the friend or acquaintance to visit one or more sites or providing the information you requested. We store this contact information for the sole purpose of sending the one-time e-mail. When you use such a service, you represent and warrant to us that you have an existing business or personal relationship with the friend or acquaintance sufficient to avoid liability under any law that applies to unsolicited e-mail. You will be the sender of any such e-mail and we will merely be a service provider facilitating your sending of the e-mail.

Security

Where we collect nonpublic personal information from you, we or one or more of our service providers use industry-standard encryption and security standards to protect such information. You can tell whether encryption is being used by noting the "locked" or other status indicator on the browser you are using. If the browser you are using does not indicate that the session is secure (e.g. by displaying a lock, a key or another icon), you should assume that the connection is not secure and that third parties will receive the information shared by you and us during that part of the session.

We also use commercially reasonable efforts to protect user information offline. All sensitive user information is maintained in our offices or at the facilities of our information technology provider(s). We cause access to servers and connections to be limited by key or other access. Only employees or agents who need the information to perform specific functions are granted access to personally identifiable information. We use reasonable efforts to assure that our employees and agents are informed of our security and privacy practices.

Supplementation of Information

We sometimes supplement the information we receive from you with other information we receive from third party sources, such as clearinghouses.

Special Offers

We may send to you a welcoming e-mail that may also verify password and user name information. We occasionally send newsletters or information about products, services, and special deals to users like you. You may opt to not receive such informational communications by using the contact information below.

Site and Service Updates

We may also send to you updates and service announcements about one or more of the sites. You may not un-subscribe or opt not to receive such announcements because such announcements contain important information about the services offered through the relevant site(s).

Misappropriation of Personal Information

For the purposes of any applicable law regarding notification of persons whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person, our information security policy provides that any required notification may, where permitted by law, be made by the use of e-mail, telephone, fax, mail (including a notice printed in an available area of a bill or statement) or posting a notice on a site. The specific means used is up to us and we will use our judgment based on the circumstances. Where any notice is to be sent to a specific address or number (such as e-mail address, physical address, telephone number, etc.), we will use the latest available address in our records. EXCEPT TO THE EXTENT PROHIBITED BY LAW, YOU AGREE TO THIS MEANS OF NOTIFICATION.

Correcting or Updating Personal Information

If your personal information changes, or if you no longer desire service, you may contact us using the contact information below and we will accommodate all reasonable requests for such changes.

OPERA America will not sell, trade or share a donor's personal information with anyone else, nor send donor mailings on behalf of other organizations

Response Times

We will use commercially reasonable efforts to timely make any changes you request. Many such changes are accomplished using batch processing (i.e. collecting a number of similar change requests and making all such changes at once), so the changes may not be immediately effective. If you require an immediate change to your personally identifiable information and are unable to make such a change using the available site resources, please contact us.

Changes to This Privacy Policy

If we decide to change this privacy policy, we will post the changes on one or more sites and/or other places we deem appropriate.

Except as stated below, we will use information in accordance with the privacy policy under which the information was collected.

If we decide to use information about you in a manner different from that stated in the privacy policy in effect at the time of collection, we will notify you by e-mail if, and to the extent that, you have provided your e-mail address. If you reply to such an e-mail within a reasonable time and request that we not use your personally identifiable information in the proposed new manner, we will honor your request, but we reserve the right to suspend your access to all or part of the services offered through one or more sites if you do so. If you do not reply to such an e-mail, or we receive a reply of “undeliverable” or similar message from your last known e-mail address, in either case after a reasonable time, we will use the information in the proposed new manner.

BY USING A SITE, YOU AGREE TO THIS CHANGE PROCEDURE.

Exceptions

Notwithstanding anything else in this privacy policy to the contrary, we may collect personally identifiable information and use such information in ways other than those described above if we are required to do so by law or if we deem it advisable in the course of assisting law enforcement activities or protecting our site(s) or other property. Without limiting the foregoing, we reserve the right to use and disclose any information that you provide to us if we deem it advisable in the prosecution or defense of any litigation involving your use of any site.

Contact Information

If you feel that we are not abiding by this privacy policy or if you have questions regarding the policy, you may contact our privacy liaison using the following information.

Kevin Sobczyk
Director of Research/CIO
OPERA America Inc.
330 Seventh Avenue
8th Floor

New York, NY 10001
Phone: 212-796-8620
Fax: 212-796-8621
KSobczyk@operaamerica.org

If you (a) wish to begin or end receipt of newsletters or promotional information (b) wish to update your user information, or (c) wish to opt in or out of any other service offered through the site, please contact our technical personnel using the following information. Please be sure to include your name and your user name (if applicable), but do not include any information regarding your password(s), if any.

Kevin Sobczyk Director of
Research/CIO
OPERA America Inc.
330 Seventh Avenue
8th Floor
New York, NY 10001
Phone: 212-796-8620
Fax: 212-796-8621
KSobczyk@operaamerica.org



EUROPEAN UNION PRIVACY POLICY

Both the General Privacy Policy and this European Union Privacy Policy (the “EU Policy”) apply to citizens of European Union Member States except that, for such persons (and only for such persons), where the provisions of the General Privacy Policy and the EU Policy cannot be construed consistently, the provisions of the EU Policy will govern.

The EU Directive on the Protection of Personal Data (the “EU Directive” or the “Directive”) prohibits the transfer of personal data to non-EU countries that do not meet the European “adequacy” standard for data protection. The EU standard is specified in a number of privacy principles as detailed below. We have listed the privacy principles below, along with the ways we comply with those principles.

“Personal data” and “personal information” and “your information” means data about you that identifies or can identify you and that is within the scope of the Directive, received by us from a source in the European Union, and recorded in any form.

This EU Policy applies to all personal information about you that we collect, maintain, or disclose, regardless of the way in which we collect it (i.e. whether through a site or otherwise).

Notice

If we state a specific purpose for gathering of information at the time we ask you to give the information to us, we will not use the information for any purpose other than the purposes stated or for purposes reasonably related to fulfilling that purpose. For example, if you give us your contact information in connection with the purchase of a product, we will use that information to communicate with you about the product (e.g. warranties, claims, features, maintenance, and use) and about issues reasonably related to the product (e.g. to tell you about user groups, events, and additional information that are available to you online, through print media, or in your physical area). We will not use the information for any purpose about which we have not notified you as of the date you provide the information to us and/or as of the date you give to us your further express or implied consent after receiving such notice.

You can contact us with any inquiries or complaints using the contact information above.

If you choose to revise or withdraw your consent at any time, you may contact us using the information above and, to the extent we do not have a right under the Directive to continue to obtain, maintain, and/or disclose such information, we will comply with your request.

Choice

Except as otherwise provided by the Directive, you may choose whether your personal information is (a) to be disclosed to a third party or (b) to be used for a purpose that is incompatible with the purpose(s) for which it was originally collected or subsequently authorized by the individual. You may express your choices to us using the contact information above.

For sensitive information (e.g. personal information specifying medical or health conditions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, or information specifying sex life), we will give you an affirmative or explicit choice if the information is to be disclosed to a third party or used for a purpose other than those for which it was originally collected or subsequently authorized by you.

Consistent with the Directive, we may or may not solicit or obtain your consent where the use of your personal information is (1) in your vital interests of the interests of another person; (2) necessary for the establishment of legal claims or defenses; (3) required to provide medical care or diagnosis; (4) necessary to carry out our obligations in the field of employment law; or (5) related to data that you manifestly make public.

Onward Transfer

We apply the Notice and Choice principles above when providing your personal information to third parties. Where we wish to transfer information to a third party that is acting as our agent we may do so if we first either ascertain that the third party subscribes to the EU Directive Privacy Principles or is subject to the Directive or another adequacy finding or enter into a written agreement with such third party requiring that the third party provide at least the same level of privacy protection as is required by the relevant principles. Note that, so long as we comply with these requirements, you may not hold us responsible (unless we specifically agree otherwise in an authenticated record that refers to this provision) when a third party to which we transfer such information processes it in a way contrary to any restrictions or representations, unless we knew or should have known that the third party would process it in such a contrary way and we have not taken reasonable steps to prevent or stop such processing. If you suspect, or become aware of, any such processing, please contact us using the information above and give us as many specifics as possible.

Investment bankers or auditors may process your personal information without your knowledge, but only to the extent and for the period necessary to meet statutory or public interest requirements and in other circumstances in which the application of the EU Privacy Principles would prejudice our legitimate interests. These legitimate interests include the monitoring of our compliance with our legal obligations and legitimate accounting activities, and the need for confidentiality connected with possible acquisitions, mergers, joint ventures, or other similar transactions carried out by investment bankers or auditors.

Security

We are required to take reasonable precautions to protect your personal information from loss, misuse, and unauthorized access, disclosure, alteration and destruction. We use the means described in the Security section of our General Privacy Policy above.

Data Integrity

The personal information we use must be relevant for the purposes for which it is to be used. We will not process personal information in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by you. We generally assume that information that you give to us is accurate. If information you give to us is inconsistent with other information you give to us or with information that is available in public records or from other sources we are permitted by law to use, we will use reasonable efforts to make sure that the information we process is accurate. If, using prudent business practices, we reasonably satisfy ourselves that we have identified the correct information, we will make the correction internally and may or may not confirm the correction with you.

Access

You may have access to personal information about you that we hold and you may correct, amend, or delete that information where it is inaccurate, except where the burden or expense of providing access would be disproportionate to the risks to your privacy in the case in question, or where the rights of third persons would be violated. To access your personal information, and to correct, amend, or delete that information where it is inaccurate, please contact us using the contact information above.

We provide access in the form of disclosure to the affected individual and, unless otherwise required by applicable law, do not permit access to our database.

We may charge you a reasonable fee for access to your personal information. We expect that this fee will approximate our actual costs or providing access to you. We may also waive such fees on a case-by-case basis.

If we refuse access to your personal information for any reason, we will tell you our reasons and will do so as specifically as we can. We may refuse to provide access to information to the extent that disclosure is likely to interfere with the safeguarding of important countervailing public interests, such as national security; defense; or public security. In addition, we may deny access where personal information is processed solely for research or statistical purposes. Other reasons for denying or limiting access are:

- (a) Interference with execution or enforcement of the law, including the prevention, investigation or detection of offenses or the right to a fair trial;
- (b) Interference with private causes of action, including the prevention, investigation, or detection of legal claims or the right to a fair trial;
- (c) Disclosure of personal information pertaining to other individual(s) where such references cannot be redacted;
- (d) Breaching a legal or other professional privilege or obligation;
- (e) Breaching the necessary confidentiality of future or ongoing negotiations, such as those involving the acquisition of publicly quoted companies;
- (f) Prejudicing employee security investigations or grievance proceedings;
- (g) Prejudicing the confidentiality that may be necessary for limited periods in connection with employee succession planning and corporate reorganizations;

- (h) Prejudicing the confidentiality that may be necessary in connection with monitoring, inspection or regulatory functions connected with sound economic or financial management; or
- (i) Other circumstances in which the burden or cost of providing access would be disproportionate or the legitimate rights or interests of others would be violated.

Enforcement

If we fail to comply with this privacy policy or otherwise comply with the Directive, we encourage you to tell us about the failure to comply and to be as specific as possible so that we can resolve any dispute between us.

If you are not satisfied with the resolution we offer, you may seek redress from us using arbitration. All arbitration will be conducted by the American Arbitration Association according to its applicable rules. The place of arbitration will be _____ County in the State of _____, USA. All disputes will be resolved by reference to the EU Privacy Principles and the arbitrator may, among other things, award damages where the applicable law or private sector initiatives so provide. We will follow up and permit the arbitrator to verify that the attestations and assertions we make about our privacy practices are true and that privacy practices have been implemented as presented.



CANADIAN PRIVACY POLICY

Both the General Privacy Policy and this Canadian Privacy Policy (the “Canadian Policy”) applies to citizens of Canada except that, for such persons (and only for such persons), where the provisions of the General Privacy Policy and the Canadian Policy cannot be construed consistently, the Canadian Policy will govern.

The Personal Information Protection and Electronic Documents Act (“PIPEDA”) imposes requirements regarding the collection, use, and disclosure of personal information in relation to our commercial activities, as does private-sector privacy legislation in Quebec, Alberta and British Columbia and other provinces and territories.

This Canadian Policy applies to all personal information about you that we collect, hold, use and disclose, regardless of the way in which we collect it (i.e. whether through a site or otherwise).

Personal Information

Under Canadian privacy laws (and in this Canadian Policy), personal information is generally any information about an identifiable individual. It may include your name, age, mailing address, residential phone number, or e-mail address,

personal history (including financial and credit information, donations, personal health information, billing history, personal family and relationship matters, and penal or criminal information), personal information related to corporate involvements, work experience (past and present), discipline, income and benefits, medical records, tax records, and security clearances. The term does not include your name, business title, business address, or business telephone number in your capacity as an employee of an organization or enterprise.

Collection of Personal Information

We collect personal information from correspondence, faxes, e-mails, telephone inquiries, web forms, and other means of communication. We collect such information when you order or agree to purchase or avail yourself of goods or services, as well as in the case of registrations (e.g. user groups, leagues, and other communities), to track warranty rights and obligations, to provide product information (whether with regard to recalls or otherwise), and other lawful purposes. We often collect personal information from you or from third parties and as agents on behalf of third parties, where we have obtained the requisite consent to do so or as otherwise permitted by law. Third parties include, as examples, organizations for whom we provide services to you or on your behalf, and organizations that perform outsourcing and other services for us (such as payment processors, order fulfillment organizations, shipping companies, warranty and other service organizations, and systems development and maintenance organizations).

How We Use Personal Information

As a general matter, we collect your personal information primarily to provide goods and/or services to and for you, for administrative or management requirements, and to enhance our relationship with customers. We identify additional purposes for which we use your personal information at the time we collect such information from you and obtain the requisite consent, unless otherwise permitted by law, prior to such other use. We may also use your personal information as otherwise permitted by law.

We generally hold, collect, use, and disclose your personal information for the following purposes.

- (a) With respect to customers and other past, present, or potential users of our goods or services, we collect, use, and disclose your personal information for the following purposes:
 - (i) Recording and using the information relevant to the provision of goods and/or services to you or on your behalf;
 - (ii) Recording and determining goods and/or services provided to you or on your behalf in your relationship with us;

- (iii) Administration, billing, accounting and collection in relation to your business and relationship with us;
 - (iv) Protecting against fraud and error;
 - (v) Communicating with you generally or to ensure your satisfaction;
 - (vi) Communicating the information to a subcontractor (or other agents or intermediaries) in the course of a contract or mandate for the performance of any of the purposes listed above;
 - (vii) Fulfilling orders from you or on your behalf;
 - (viii) Fulfilling the terms of a warranty or other contractual obligation; and
 - (ix) Facilitating recalls if necessary.
- (b) With respect to our divisions, subsidiaries, and affiliates, we keep a file and collect, use, and disclose the information in it for the following purposes.
- (i) Provide products and/or services to you or on your behalf;
 - (ii) Establish, manage or terminate an employment relationship;
 - (iii) Administrative or management requirements related to our provision of products;
 - (iv) Service, build, and maintain our relationship and expertise;
 - (v) Communicate with you generally, ensure your satisfaction, inform you of the development of, or other information regarding, products and/or services; and
 - (vi) Communicate to subcontractors (or other agents or intermediaries) any of your personal information in the course of the performance of a contract or mandate for the execution of any of the purposes mentioned above.

See the paragraph below titled “Limitations” for more information about what we do not do with your personal information.

Sharing Your Personal Information

We identify to whom, and for what purposes, we disclose your personal information. For example, we may disclose your personal information:

- (a) For the specific purposes declared (or not limited by) the section below titled "Limitations");
- (b) To any of our offices or facilities in connection with the provision of goods and/or services to or on behalf of our customers, to establish, manage or terminate an employment relationship, and for administrative or management requirements, including analysis of relevant products, services, and markets;
- (c) To professional firms, government agencies, and any other organizations or enterprises, when required for services to and for customers, as well as for compliance and insurance obligations;
- (d) To third-party service providers with whom we have a contractual agreement and who have comparable levels of privacy protection, for the processing related to goods and services provided to, or on behalf of, customers, to establish, manage, and terminate an employment relationship, and for administrative or management requirements (such as, in all cases, for photocopying, printing and faxing, shredding, storage and other document management, payroll, information technology, including software maintenance, consulting and staffing services, collections, warranty tracking, accounting, and legal compliance);
- (e) To such persons for which you provide your consent; and
- (f) As otherwise permitted by law.

When supplementary disclosure is required, we will identify (at the time we collect such information from you and obtain the requisite consent to such disclosure, unless otherwise permitted by law) the other persons, organizations, and/or enterprises and the other purposes to whom and for which disclosure may occur.

Obtaining Consent

Except when otherwise permitted by law, we obtain the requisite consent prior to collecting and, in any case, prior to using or disclosing your personal information for any purpose. You may provide your consent to us orally, in writing, by electronic communication, or any other means reasonably capable of conveying your consent. We will obtain your express consent if we collect, use or disclose sensitive information. Your consent may also be intrinsic to the circumstances such as in the case where you have already provided personal information to us and you maintain your relationship with us or where you provide our representatives with your phone number so that we can contact you. Except when otherwise permitted by law, we will only use the information for the purpose

for which it was given. From time to time, we may collect, utilize, or disclose your personal information based on your consent and as otherwise permitted by law.

When your consent is required, you can withdraw consent at any time (unless withdrawing the consent would frustrate the performance of legal obligations) upon providing to us a 30-day notice. However, the withdrawal of your consent may adversely affect our ability to provide products and services to you and to maintain our relationship.

In certain circumstances, as permitted or required by law, we may collect, use, or disclose personal information without your knowledge or consent. These circumstances include (where applicable) information about individuals that is publicly available, where collection or use is clearly in the interests of the individual and consent cannot be obtained in a timely way, to investigate a breach or a contravention of a law, to comply with a subpoena, warrant, court order, or as required or otherwise permitted by law.

Third Parties

We remain responsible for all personal information communicated to third parties for processing. As such, we ensure that third parties that are engaged to provide products or services on our behalf and are provided with personal information are required to observe the intent of this Canadian Policy by having comparable levels of security protection or, when required, by assuring us (through a confidentiality agreement) that they will not use or disclose the personal information for any purpose other than the purpose for which the personal information was communicated.

Limitations

We only collect the personal information necessary to fulfill the purposes identified to you prior to or at the time of collection, or any other reasonable and legitimate purposes or as required by law.

We do not use or disclose your personal information, except for the purposes for which it was collected, or new purposes to which you have consented, or as required or otherwise permitted by applicable law.

We do not, as a condition of supplying goods or services to you or on your behalf, or as an administrative or management requirement, require consent to the collection, use or disclosure of personal information beyond that reasonably required for such purposes, or to comply with its obligations under applicable law.

Retention of Personal Information

We may keep a record of your personal information, including correspondence or comments, in the applicable file specific to you. We will utilize, disclose, or retain your personal information for as long as necessary to fulfill the purposes for which it was collected and for legal or business requirements. We will establish

minimum and maximum retention periods and procedures for maintaining and destroying your personal information. When personal information is retained to make a decision about you, we will retain such information for one year.

Access to Your Personal Information

Subject to the exceptions provided by the applicable law, we will make available to you any specific personal information about you that we have collected, utilized or disclosed, upon your written request. We will make such information available to you in a form that is generally understandable, including explaining any abbreviations or codes and using an alternative format, if required. Simply send your request for access to the Privacy Officer listed below. Please be as specific as possible in your request so that we can meet the applicable time lines.

Accuracy

We will use reasonable efforts to ensure that your personal information is kept as accurate, complete, and up-to-date as possible. We will not routinely update your personal information, unless such a process is necessary. In order to help us maintain and ensure that your personal information is accurate and up to date, you must inform us, without delay, of any change in the information you provided to us.

You can at any time, challenge the accuracy or completeness of the personal information we have about you, subject to the exceptions provided by applicable law. If you successfully demonstrate that the personal information we have on you is inaccurate or incomplete, we will amend the personal information as required. Where appropriate, we will transmit the amended information to third parties to whom we have communicated your personal information.

Response Times

We will make every reasonable effort to respond to each of your written requests not later than 30 days after receipt of such requests. When applicable, we will advise you in writing if we cannot meet your requests within this time limit. When applicable, you have the right to make a complaint to the appropriate privacy commission with respect to this time limit.

Costs

We expect to provide access without charge as a general matter. However, we reserve the right to collect a reasonable charge when you request the transcription, reproduction, or transmission of such information. We will notify you, following your request for transcription, reproduction, or transmission, of the appropriate amount that will be charged. You will then have the opportunity to withdraw your request.

Identifying You in Connection with Requests

We may require that you provide to us sufficient information to identify yourself before we provide information about the existence, use, or disclosure of your

personal information in our possession. Any such information shall be used only for this purpose.

Safeguards

We use security safeguards appropriate to the sensitivity of personal information to protect it from loss or theft, as well as unauthorized access, disclosure, copying, use or modification. These safeguards include physical measures, such as restricted access to offices and equipment, organizational measures, such as security clearances, and publishing this policy to appropriate personnel with instructions to act in accordance with its principles (for example, limiting access on a “need to know” basis), and technological measures, such as the use of passwords and/or encryption.

Contact

Personal information is generally located at our corporate or divisional offices. A list of corporations, divisions, subsidiaries and affiliates to which this Privacy Policy applies is available upon request.

Please direct all complaints or other inquiries regarding personal information, the General Policy, or the Canadian Policy to our Chief Privacy Officers as follows.

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