

Convo Communications, LLC ("Convo") is committed to protecting your privacy. This privacy policy describes the information Convo collects from its customers through its Websites and through our other business functions, how we use and protect such information, and to whom and under what circumstances we disclose such information. By using our Websites and by disclosing information to us in furtherance of our business relationship, you signify your agreement to this Privacy Policy.

What Information Do We Collect?

Personal Information

Convo collects personal information from you for both our VRS and VRI services when you voluntarily provide it to us by (1) registering on any of our Websites; (2) signing up to enter a promotion, participate in an event or survey, receive newsletters or other literature; (3) making product or service inquiries; (4) contacting us (including our webmaster, customer service representatives, or other employees) by e-mail or Live Chat; or (5) providing other personal information to us in furtherance of our business relationship. In connection with these activities, we may collect personal information from you, including, but not limited to, your name, physical address, e-mail address, age, gender, telephone number, user name and/or password associated with the use of any of our Websites or web portal(s), occupation, whether you are a Convo customer, the type of product you are seeking, how you use VRS, how you use VRI, how you heard about Convo, or other information necessary to conduct business with you. Convo may also collect your status as a deaf, hard of hearing, deaf blind or speech impaired individual; and emergency address. Your name, emergency address, status as an eligible user, and emergency addresses are used to establish an account for eligible users to access VRS services. We do not allow third parties to collect personal information directly from the use of our Websites. The same information may be collected for a VRI account.

For a better experience while using our apps, you can allow the app to access and call your phone contacts; Convo does not store your phone's contacts anywhere.

Non-Personal Information

As part of the standard operation of our Websites, we may collect/obtain certain non-personal information from you, including, but not limited to, your browser type (e.g., Chrome or Internet Explorer), operating system (e.g., Windows or Macintosh), Internet service provider, IP address, Websites visited, and the domain name from which you accessed the Websites (e.g., yahoo.com). In addition, we may collect information about your browsing behavior, such as the date and time you visit our Websites, the areas or pages of our Websites that you visit, the amount of time spent viewing our Websites, the number of times you return to our Websites, and other click-stream data. We may use cookies to collect this information, which may be combined with your personal information. A cookie is a small text file that may be stored on the hard drive of your computer that enables us to recognize your computer when you return to our Websites. You are always free to decline cookies, but in doing so you may not be able to use certain features on our Website. The "help" segment of the toolbar on most browsers explains how to configure a browser to not accept new cookies, how to have the browser inform a user when they receive a new cookie, and how to erase cookies from a computer's hard drive. We use the following third-party tracking technologies



on our Websites and apps:

- Google Analytics (Google LLC) - cookies and similar identifiers used to measure traffic and understand how visitors interact with our Websites and apps. See policies.google.com/privacy. You may opt out at tools.google.com/dlpage/gaoptout.
- Google Tag Manager (Google LLC) - used to deploy and manage the tags listed in this section.
- [Additional tools per scan evidence]

These technologies collect information including your IP address, browser and device type, pages visited, and interactions with our Websites. Some of this information may be considered personal information under applicable privacy laws.

Information Collected by Convo During VRS Calls

In order for your VRS calls to be eligible for reimbursement from the Interstate Telecommunications Relay Services (TRS) Fund, Convo collects, at a minimum, the following information: 1) the ten-digit number you used to make your call; 2) the time the call was connected; 3) the ten-digit number you called; 4) the time the call was disconnected; and 5) the Internet Protocol (IP) address used to make the call, if applicable. Convo submits the information collected during VRS calls to the TRS Fund Administrator in order to be reimbursed for those calls. Convo does not disseminate the information to any other party, except for TRS Fund billing purposes. Convo does not keep records of the content of any conversation relayed during a VRS call.

How Do We Use Your Information?

Convo maintains the confidentiality of personal information collected from its registered users. From time to time, Convo may use your information we collect from you such as e-mail address or telephone or VRS number for any of the following purposes: (1) to get in touch with you regarding your account or to provide you with updates regarding Convo's services; (2) to facilitate your use of our Websites and better understand your needs; (3) to fulfill your requests for information about certain products, services, and projects; (4) to send you information, promotional materials, and offers from our company, as well as from our subsidiaries and affiliates; (5) to contact visitors to our Websites when necessary; (6) to help address problems with our Websites; (7) to administer our Websites; (8) to conduct internal reviews of our Websites (e.g., to determine the number of visitors to specific pages within the site); (9) to help us better understand visitors' use of our Websites; (10) to protect the security or integrity of our Websites; (11) to conduct business with you (including obtaining and disclosing credit and billing information); and (12) for such other purposes provided in this Privacy Policy. Non-personal information will be used for these purposes, as well as to monitor our Websites and provide a greater online experience for our visitors. Convo will use, disclose or permit access to your information in strict compliance with all relevant privacy laws and Federal Communications Commission ("FCC") rules governing Customer Proprietary Network Information ("CPNI") see:

<http://www.fcc.gov/guides/protecting-your-telephone-calling-records>.

Will We Disclose Information We Collect From You?

Convo may transfer or otherwise disclose information collected from you to the following entities for the following purposes: (1) to Convo' employees, independent contractors, subsidiaries,



affiliates, consultants, business associates, service providers, and suppliers, if the disclosure will enable that entity to perform a business, professional, or technical support function for Convo; (2) to employees, independent contractors, service providers, and suppliers of Convo to fulfill a product or service request; and (3) to respond to judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law. As stated above, Convo will use, disclose or permit access to your information in strict compliance with laws and FCC rules governing CPNI.

Users of Convo's VRI services may also have information disclosed to the Sponsors of their VRI accounts; but such information will be strictly limited to duration and amount of use, name, date and time of session, and the username of the interpreter assigned to the session.

Do We Collect Information From Children?

We do not direct our Websites to, nor do we knowingly collect any personal information from, children under the age of 13.

Does This Privacy Policy Cover Practices on Third-Party Websites?

Our Websites may contain links to other third-party Websites, which may have privacy policies that differ from our own. We are not responsible for the activities and practices that take place on these Websites. Accordingly, we recommend that you review the privacy policy posted on any third-party Website that you may access through our Websites.

Your California Privacy Rights

This section contains additional information about the personal information we collect of California consumers and the rights afforded to them under the California Consumer Privacy Act or "CCPA." For details about the personal information we have collected over the last 12 months, including the types of information, please see the information contained above in "What Information Do We Collect?" and in "How Do We Use Your Information?" Convo does not sell the personal information we collect, and will not do so without providing a right to opt-out. Please note that we do use cookies, but only for the purposes described in "What Information Do We Collect?" Subject to certain limitations, the CCPA provides California consumers the right to request details about categories or specific pieces of personal information we collect (including how we may use or disclose this information), to delete their personal information, to opt-out of any "sales" that may be occurring, and to not be discriminated against for exercising these rights. Please note, the only personal information collected by Convo is that which is required by the Federal Communications Commission. California consumers may make a request pursuant to their rights under the CCPA by contacting Convo at support@convorelay.com. We will verify your request using the information associated with your account, including your email address. We may also require government identification to confirm your identity.

Will There Be Changes to This Privacy Policy in the Future?

Privacy laws and guidelines are part of a constantly changing environment. We reserve the right, at our discretion, to change, modify, add, or remove portions of this Privacy Policy at any time. We



recommend that you revisit this Privacy Policy periodically to ensure that you are aware of our current privacy practices. Your continued use of our services following any changes signifies your acceptance of these changes.

Can I Access My Information?

If you would like to access or change any contact information such as the email address, emergency address, or VRS number you have provided to us, please contact us at **support@convorelay.com**. You may also change your information by using your videophone by calling us at (510) 629-5622,

How Can I Contact Convo?

If you have questions or concerns about this Privacy Policy, you can contact us at **support@convorelay.com**.

911 & Legal Disclaimers

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The Federal Communications Commission (FCC) has established rules for the provision of telecommunications relay services. The following advisories provide critical information about FCC rules and the use of Convo VRS.

Ten-Digit Telephone Numbers

Beginning on November 12, 2009, persons who are deaf, hard of hearing, deaf blind, and speech-disabled people must obtain ten-digit telephone numbers to use Video Relay Service (VRS) [except in the case of a 911 emergency call]. Receiving a 10-digit telephone number(s) from Convo Communications LLC, ("Convo") automatically designates Convo as your default provider of relay services. This means that Convo will handle all relay calls to and from your ten-digit telephone number, including 911 emergency calls. You can read the information published by the Federal Communications Commission on the ten-digit telephone numbering system for relay service users [here](#).

Registration

You may register with Convo and obtain a new ten-digit telephone number [online](#) or by contacting Convo Support at: **support@convorelay.com**. The ten-digit telephone number is only available to deaf, hard of hearing, deaf blind and speech disabled people who live in the U.S. or its territories and use VRS for phone calls. You must provide Convo your Registered Location, which is the physical location (such as a home or work address) from where you will make and receive VRS calls. Your Registered Location will enable the automatic routing of your 911 emergency calls to the appropriate emergency responder. Registration will allow for automatic retrieval of your name, Registered Location information, and other personal information, which will speed up the 911 emergency response. You will be able to provide us with your Registered Location through your



online account at convorelay.com. **You are responsible for changing that registered location any time you are at a new address.** You may change your registered location through your online account or by video calling Convo Support at **(510) 629-5622**. You should regularly confirm your current or new Registered Location through your online account.

Porting

You may change your default provider at any time but still, keep the same ten-digit telephone number. Porting the ten-digit telephone number means that the default provider for that telephone number will change and the new VRS provider will be responsible for VRS calls to and from that telephone number, including emergency calls. If you are considering porting a number to Convo, please contact Convo Support at **(510) 629-5622** or **support@convorelay.com**, and we will assist you.

Emergency Calls (911)

To make an emergency call, dial "911" on your Convo App. It is very important that you keep your registered location (address) in the profile of your videophone up to date to assist with a prompt response.

When you dial "911" on a Convo videophone, the following is what you can expect:

- Your call will be put on the highest priority and goes to the first available video interpreter (VI);
- The VI will see your registered location for your call to be automatically and directly connected to the nearest public service access point (PSAP, the name for emergency call centers);
- The VI and/or the PSAP will verify your address. If you are at a different location, the VI and/or PSAP will assist with promptly connecting you to the nearest PSAP of your actual location; and
- If the call between you and the VI or between the VI and the PSAP gets disconnected, then a call back from the PSAP or VI will become the highest priority.

Limitations for 911 Emergency Calls

Please be aware that the limitations of VRS-based 911 video calls may cause a delay in connecting with the nearest PSAP. For this reason, a landline telephone or a TTY remains the safest and most reliable means of accessing emergency response.

Limitations and risks accompany the use of relay services provided by Convo to make a 911 emergency call. The following is not an exhaustive list of these limitations and risks:

- 911 emergency calling capability is available only for calls originating in the U.S. or one of its territories;
- Failure to automatically retrieve your Registered Location information or failure to route your call to the appropriate emergency responder. Furthermore, in instances where you are unable to clearly give your address or unwilling to give your address, Convo may be unable to connect you to the appropriate emergency personnel;



- Retrieval of outdated Registered Location information. This includes non-retrieval of information that has not had sufficient time to show in the database;
- Failure or outage to your equipment, software or home utility; and
- Inability to connect or remain connected to relay services provided by Convo.

Even though Convo is your default provider, you may make emergency calls using any other TRS provider. However, Convo will have no control over how other TRS providers may handle your emergency calls and cannot assure that your experience will comply with FCC regulations on 911/emergency calling rules or that your emergency call will route to the appropriate emergency responder.

These limitations apply even if the damages are foreseeable or said to be possible, and apply to any negligence claim that does not involve willful misconduct or intentional misconduct no matter how that claim is styled or upon what legal grounds it is based.

Waiver of Liability for 911 Emergency Calls

If you use Convo for your 911 emergency calls, be aware that Convo disclaims liability for any claim, damage or loss arising from your use of Convo relay services, communication services, or products. Convo disclaims liability arising from any failure on your part to provide an accurate and up-to-date Registered Location, or arising from any failure on your part to update your Registered Location in a timely manner.

Convo disclaims liability for any personal injury, property damage, or death arising out of or related to use of its relay services to make a 911 emergency call, or the provision of any service incidental to or in association with such a 911 emergency call, including but not limited to an act or omission involving (1) the development, design, installation, operation, maintenance, performance, or provision of equipment or facility that enables you to use relay services provided by Convo, or any services provided in conjunction with a 911 emergency call or any other services provided to assist you with your emergency; (2) misinterpretation, mistakes, interruptions, delays, transmission errors, network outages, failures, defects, technical difficulties, natural occurrences also known as acts of god, or other occurrences regardless of source, that may arise in the course of transmitting or handling 911 emergency calls or providing emergency services; and (3) release to a PSAP, designated statewide default answering point, appropriate local emergency authority, emergency medical service provider or emergency dispatch provider, public safety, fire service or law enforcement official, or hospital emergency or trauma care facility of user information related to 911 emergency calls or the provision of emergency services.

To the extent permissible under law, Convo claims the same immunity from liability accorded any local exchange company under Federal and applicable State law, whether through statute, judicial decision, tariffs filed by such local exchange company, or otherwise.

User Registration Database

The FCC requires that all registered VRS users be in their User Registration Database. In order to verify registered users, the FCC requires that users provide the last four digits of their social security number (SSN) and date of birth (DOB) upon registration. Registered users' SSN and DOB go through an automatic verification process and remain private. The FCC also requires that



registered users have their name and registered address verified. If there are any issues with automatic verification of your SSN and DOB, our Customer Support team may work with you to manually verify your information. Additionally, if you do not have a social security number, the FCC provides for an alternative process to verify registered users, please click [here](#) to learn more. Please click [here](#) to learn more about the FCC's requirements.

Toll-Free Numbers

Under FCC rules, VRS providers cannot provide toll-free telephone numbers (numbers starting with 800, 855, 866, 877 and 888) to its customers or arrange for toll-free service. If you would like to have a toll-free number, you can contact a toll-free service provider, listed [here](#), to subscribe to a toll-free number for a fee.

You can link your toll-free number with a local ten-digit number provided by Convo so that callers can contact you on your videophone using your toll-free number. You will need to provide your Convo ten-digit number to the toll-free service provider to link both your ten-digit number to your toll-free number. You should also contact [Convo Support](#) to make sure that your ten-digit and toll-free numbers are linked.

The FCC provides more information about toll-free numbers [here](#).

DISCLAIMER:

Convo disclaims any and all implied warranties, including without limitation warranties of merchantability and fitness for a particular purpose. Convo disclaims any and all warranties of quiet enjoyment, performance, and non-infringement. Convo disclaims any warranty that states its relay services or communication services to be uninterruptible or error-free. Convo shall not be liable for any consequential or incidental damages. Convo does not authorize anyone, including employees, independent contractors, agents or representatives, to make a warranty of any kind on the behalf of Convo. In association to your use of relay services, communication services, or products provided by Convo, in no event shall Convo, or its shareholders, officers, or directors, be liable for punitive, reliance, or special damages, or for indirect or consequential damages, including but not limited to lost profits or revenue or increased costs of operation.

Convo reserves the right to update this advisory without notice and to remain in compliance with evolving legislation and regulations. Your continued usage of services or products provided by Convo implies agreement with this advisory in its entirety.

Our Websites may contain links to other third-party Websites, which may have privacy policies that differ from our own. We are not responsible for the activities and practices that take place on these Websites. Accordingly, we recommend that you review the privacy policy posted on any third-party Website that you may access through our Websites.

User Agreement

[Download PDF](#)



This user agreement governs your access to and use of any relay or sponsored interpreting services provided by Convo. Your continued usage of services or products provided by Convo implies acceptance of this user agreement in its entirety.

Terms and Conditions

You agree to access and use relay or sponsored interpreting services provided by Convo only for lawful purposes, consistent with the terms and conditions of this user agreement. You agree not to use relay services or communication services provided by Convo for abusive, harassing, fraudulent or unlawful purposes.

You agree not to infringe on any individual or entity's intellectual property rights, or other proprietary rights. You agree not to interfere with the ability of Convo to provide relay or communication services to other individuals. Furthermore, you agree not to use Convo services in a manner that impinges on any other individual or entity or his or her enjoyment or use of services provided by Convo. You agree not to violate or breach in any way the security of websites or relay services operated and provided by Convo, such as but not limited to disseminating or planting viruses, causing a denial-of-service attack which interferes with access by individuals, retrieving personal or proprietary information, or causing the transmission of any other program, information, code or command that may damage the integrity or availability of data, a program, a system or information. Such intrusions may result in criminal or civil liability.

You understand that your use of relay services and communication services provided by Convo may require your image and/or voice to be transmitted over the Internet. You also understand that any privacy right, copyright or other right or interest in your voice, image or likeness may be lost as a result of such transmission. You, therefore, permit Convo to transmit your voice, likeness and/or image over the Internet for the purpose of providing relay services or communication services. Furthermore, you release and agree to hold Convo harmless from any and all responsibility for any damages resulting from the transmission of your voice, image and/or likeness over the Internet.

You agree not to record, forward, upload on the Internet, or transmit the voice, image, and/or likeness of the interpreter in any way for any purpose, or to store, retrieve, use, or facilitate the use of, the voice, image, and/or likeness of the interpreter in any way other than as necessary to permit the provision of relay services provided by Convo.

Convo retains discretion in investigating misuse or abuse of its services or behavior that deviates from this user agreement, and to address violations to the full extent allowed by law. Furthermore, Convo retains discretion in terminating, suspending, or restricting your use of its services and products.

911 Emergency Calls

Refer to our Advisory on 911 Emergency calls made through services or products provided by Convo: convorelay.com/legal#911

Calls Involving Complex Or Technical Issues



A relay interpreter interprets a relay call pursuant to Federal law. Accordingly, Convo cannot and does not represent, warrant, or guarantee that its relay services will meet any requirements mandated by the laws of any state or locality. For example, the role of an interpreter in a legal setting varies from state to state, and may include additional responsibilities, such as, interceding on behalf of the court, the client, or counsel to help ensure that the parties are accurately comprehending the proceeding; attesting to their ability to accurately interpret the legal proceeding; being placed under oath; and being obligated to evaluate the assignment to determine if they are qualified and to refuse the assignment if they feel they are not appropriately qualified to interpret. Relay interpreters are not subject to such requirements. Moreover, federal law generally prohibits relay interpreters from revealing the contents or existence of a relay call, even when doing so would be inconsistent with state or local laws. As a result, a relay interpreter may not be required pursuant to state or local law to testify in court about a conversation relayed by Convo.

Convo employs only qualified interpreters who are capable of interpreting effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Convo, however, cannot and does not represent, warrant, or guarantee that its relay interpreters meet the various interpreting requirements mandated by the laws of any states, or that its interpreters are trained, authorized, or certified to provide relay interpretation services pertaining to any particular area of expertise, including medical, mental health, or legal. If a caller places or receives a relay call provided by Convo that is in a medical or mental health setting, or during a legal proceeding, the caller is simply engaged a relay call as defined by the Federal Communications Commission and should expect no guarantees of specialized interpretation expertise.

Indemnification

Convo disclaims all responsibility and liability for any claims or causes of action that arise from your use, misuse or abuse of its relay services, communication services, or its products. Further, you agree to indemnify and hold Convo and all its agents harmless from and against all costs, fees, expenses, and damages of any nature whatsoever related to any such claims, including court and arbitration costs, attorneys' fees, and the costs of other professionals, unless such claims are solely based on willful misconduct on the part of Convo. This section shall survive the expiration of this user agreement.

Disclaimer Of Warranties And Limitations On Liability

Convo disclaims liability for any cost, injury, or damage, arising directly or indirectly related to use of its relay services or communication services, use of Convo products, from your failure to comply with this user agreement, from your misuse or abuse of its relay services, and from any action Convo may deem appropriate, including the termination, suspension or restriction of your access to or use of its relay services.

In regards to 911 emergency call handling, refer to sections on waiver of liability and limitations as presented in our Advisory for 911 Emergency Calls: <https://convorelay.com/legal#911>

Relay calling capability is available only for calls originating or terminating in the U.S. or one of its territories.



Limitations and risks accompany the use of relay services provided by Convo. The following is not an exhaustive list of these limitations and risks:

- Failure or outage to your equipment, software or home utility.
- Inability to connect or remain connected to relay services provided by Convo.
- Misinterpretation, mistakes, interruptions, delays, transmission errors, network outages, failures, defects, technical difficulties, natural occurrences are also known as acts of god, or other occurrences regardless of source, that may arise in the course of transmitting or handling relay calls or providing communications services.

In association to your use of relay services or products provided by Convo, in no event shall Convo, or its shareholders, officers, or directors, be liable for punitive, reliance, or special damages, or for indirect or consequential damages, including but not limited to lost profits or revenue or increased costs of operation.

All disclaimers of warranties and limitations on liability apply even if the damages are foreseeable or said to be possible, and apply to any negligence claim that does not involve willful misconduct or intentional misconduct no matter how that claim is styled or upon what legal grounds it is based. Convo will be liable for no more than the amount of direct damages to your person or your property.

Convo disclaims any and all implied warranties, including without limitation warranties of merchantability and fitness for a particular purpose. Convo disclaims any and all warranties of quiet enjoyment, performance, and non-infringement. Convo disclaims any warranty that states its relay services to be uninterruptible or error-free. Convo shall not be liable for any consequential or incidental damages. Convo does not authorize anyone, including employees, independent contractors, agents or representatives, to make a warranty of any kind on the behalf of Convo.

Privacy

Any information that can be used to identify or contact you that is collected, maintained, or generated by your use of Convo will not be shared with others. Convo relies on the privacy policy to oversee all processes pertaining to personally identifiable information and any other data that may be subject to privacy requirements.

Arbitration

You and Convo agree to the resolution of any dispute through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury or through a class action. You continue to retain certain rights to obtain relief from a federal or state regulatory agency.

The Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the arbitration process established in this section. The arbitration of any dispute shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified by this user agreement, which are in effect on the date a dispute is submitted to the American Arbitration Association. Information on their arbitration process, Arbitration Rules and fees are available at: www.adr.org



In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this user agreement and may not limit, expand, or otherwise modify its terms. No dispute may be joined with another lawsuit, arbitration with a dispute of any other person, or class-wide resolution. The arbitrator may not award damages that are barred by this user agreement. You and Convo both waive any claims for an award of damages that are excluded under this user agreement.

Prior to arbitration, you must first put your dispute in writing by mail to:

Convo Communications, LLC
Legal
2028 E Ben White Blvd #240
Austin, TX 78741
USA

and provide an opportunity for dispute resolution. If the dispute cannot be satisfactorily resolved within sixty days from the date you or Convo is notified by the other of a dispute, then either party may submit the arbitration to the AAA.

Any claim or dispute relating to your access to or use of relay services provided by Convo or relating to this user agreement must be brought within two (2) years after the date the basis for the claim or dispute first arises. Unless applicable substantive law provides otherwise, you will bear responsibility for all expenses necessary for participation in arbitration, including attorneys' fees and expenses for witnesses, document production and presentation of evidence. The prevailing party in the arbitration may seek to recover fees charged by the American Arbitration Association and the expenses of the arbitrator from the other party.

Notwithstanding anything in this user agreement, all actions arising from or pertaining to this user agreement and all disputes between the parties shall be initiated, maintained, and resolved in Wimberley, in the State of Texas, USA.

This section shall survive the expiration of this user agreement.

Jurisdiction

The laws of the State of Texas, USA, govern this user agreement. In cases of arbitration, provisions of this user agreement will be governed by the Federal Arbitration Act, which applies regardless where you reside or from where you access or use relay services provided by Convo. All actions arising from or pertaining to this user agreement and all disputes between the parties shall be initiated, maintained, and resolved in Wimberley, in the State of Texas, USA.

Miscellaneous

This user agreement does not provide any third party with a remedy, claim, or right of reimbursement. Convo disclaims responsibility for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, terrorism, natural



occurrences otherwise known as acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control.

Convo retains the discretion to assign its rights and duties under this user agreement to another party at any time without notice, and shall have no obligations to you under duties that have been assigned. You may not assign this user agreement without our prior written consent.

This user agreement constitutes the entire agreement between you and Convo and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral, regarding relay services provided by Convo. Any changes to this user agreement will be presented in the "Changes to this User Agreement" section below.

Neither you nor Convo is relying on any representations or statements by the other party or any other person that are not included in this user agreement.

You agree that, in the event you breach, or threaten to breach, any part of this user agreement, Convo shall be entitled to seek immediate remedies available to it, at law and in equity. Should it becomes necessary for Convo to seek injunctive relief, Convo shall not be required to post a bond or other security.

Any failure by Convo to insist upon or enforce any provision of this user agreement will not be taken as a waiver of that provision.

If any part of this user agreement is found invalid or unenforceable, the rest of the user agreement will remain valid and enforceable. The part that is found invalid shall be replaced with valid terms of law that most closely match the intent of the parties as manifest by this user agreement.

This section shall survive the expiration of this user agreement.

Effective Date

This user agreement is effective on October 1, 2009; and was most recently updated on March 16, 2023.

Convo reserves the right to update this advisory without notice and to remain in compliance with evolving legislation and regulations. Your continued usage of services or products provided by Convo implies acceptance of this user agreement in its entirety.

Letter of Authorization

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SMS Policy

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Convo Communications, LLC ("Convo") is committed to protecting your privacy. This SMS policy ("SMS Policy") outlines the terms and conditions that govern the use of Short Message Service (SMS) by Convo for communicating with our customers about our products, promotions, interpreting services, and company updates. This SMS Policy governs how Convo treats the Personal Information that we collect and receive from you in connection with your use of the SMS Service ("SMS Service"), which we make available to you through a third-party service provider. This SMS Policy is incorporated into Convo's Legal webpages found at <https://convorelay.com/legal/> and is intended to provide guidance on acceptable and prohibited use of SMS for customer communications.

The purpose of this policy is to ensure that SMS is used in a professional, ethical, and lawful manner to communicate with our customers. By using the SMS Service, you agree to the terms of this SMS Policy herein. Convo reserves the right, in its sole discretion, to modify or change this Policy at any time with or without prior notice to you. The date of the last update will be posted at the bottom of this SMS Policy for your convenience. This SMS Policy, and any changes, are effective as soon as posted. Your continued use of the SMS Service following the posting of any changes to the Policy constitutes your full acceptance of those changes.

Definitions

- SMS: Short Message Service, a text messaging service that allows for the sending and receiving of short text messages on mobile devices.
- Sender ID: A unique identifier used to identify the sender of an SMS message. All SMS messages sent by Convo to customers must clearly identify the sender using a unique Sender ID that is associated with Convo.
- Consent: Before sending an SMS message, Convo will obtain consent from the recipient. Consent will be obtained through an opt-in process, or as part of an existing business relationship.

Purpose of SMS Service

The purpose of SMS Service is to provide our customers ("you") with: (1) updates regarding Convo's services; (2) to facilitate your use of our services and better understand your needs; (3) to fulfill your requests for information about certain products, services, and projects; (4) to send you information, promotional materials, and offers from our company, as well as from our subsidiaries and affiliates; (5) to contact visitors to our Websites when necessary; (6) to help address problems with our Websites & services; (7) to administer our Websites; (8) to conduct internal reviews of our Websites (e.g., to determine the number of visitors to specific pages within the site); (9) to help us better understand visitors' use of our Websites; (10) to protect the security or integrity of our Websites; (11) to conduct business with you (including obtaining and disclosing credit and billing information); and (12) for such other purposes provided in this SMS and Privacy Policy at <https://convorelay.com/legal/>. Non-personal information will be used for these purposes, as well as to monitor our Websites and provide a greater online experience for our visitors.

Personal Information collected about you:



Through the use of the SMS Service, Convo will receive the following information from our third party service provider: your mobile phone number when you sign up with us, send a text message to us, the text of messages that you send to other users of the SMS Service, any user or screen name that you select in connection with the SMS Service, as well as any comments or feedback regarding the SMS Service that you send to us.

Disclosure of your information:

We will not rent or sell your Personal Information to other companies or individuals without consent. We may use or disclose such information in any of the following limited circumstances:

- We provide such information to trusted businesses or persons for the sole purpose of processing Personal Information on our behalf. When this is done, it is subject to agreements that oblige those parties to process such information only on our instructions and in compliance with this Policy and appropriate confidentiality and security measures. If the third party fails to comply with our terms, Convo is not accountable in any way for any liability or reimbursement.
- We provide such information to a company controlled by, or under common control with Convo for any purpose permitted by this SMS Policy.
- When required in response to subpoenas, court orders, or legal process, or to establish or exercise our legal rights, or the legal rights of others, or defend against legal claims.
- When necessary in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Convo's Privacy Policy & User Agreement, or as otherwise required by law.

Frequency

Convo will send SMS messages to customers only when necessary and with a reasonable frequency. Customers have the option to opt-out of receiving SMS messages at any time.

Message Content

All SMS messages sent by Convo to customers must be professional, courteous, and relevant to the customer. Messages must comply with all applicable laws, regulations, and industry standards and in compliance with our [Convo User Agreement](#).

Children

The SMS Service is not intended for children under 13, and Convo does not knowingly collect information from children under the age of 13. Children aged 13 or older should not submit any Personal Information without the permission of their parents or guardians. By using the SMS Service, you are representing that you are at least 18, or that you are at least 13 years old and have your parents' permission to use the SMS Service.

Opt-Out



Customers have the right to opt-out of receiving SMS messages at any time by replying with the word "STOP" to the SMS message. Upon receiving an opt-out request, Convo will remove the customer's phone number from its SMS list and will no longer send SMS messages to that customer for that campaign and/or future Convo product and services.

We reserve the right to send you certain communications relating to the SMS Service, such as announcements and administrative messages, without offering you the opportunity to opt-out of receiving them.

Record Keeping

Convo will keep records of all SMS messages sent and received for a period of five (5) years in compliance with all applicable laws and regulations.

Compliance

Convo is committed to complying with all applicable laws, regulations, and industry standards related to the use of SMS for customer communications. Any violation of this policy by Convo will be addressed promptly and appropriate actions will be taken.

Contact Information

Convo is committed to complying with all applicable laws, regulations, and industry standards related to the use of SMS for customer communications. Any violation of this policy by Convo will be addressed promptly and appropriate actions will be taken.

Convo Now Terms & Conditions

[Download PDF](#)

These Terms and Conditions ("Terms and Conditions") govern the use of all of Convo Communications, LLC's ("Convo") products and services, ("Convo Services").

1. Definitions:
 1. "Customer" shall refer to the paying party.
 2. "User" shall refer to the individual for whom the interpreting is provided
 3. "Convo Services" shall include 1) On-Demand Virtual Interpreting, also referred to as "Convo Now" 2) Planned Virtual Interpreting that includes Virtual Event Interpreting & Virtual Interpreting for Job Interviews, and 3) ASL Translation Services.
2. Convo Now's operation hours are posted on its website and can be [found here](#).
3. Convo Now is not intended for emergency 911 calls; eligible Users may register for Video Relay Services ("VRS") to access 911. Information about VRS is found at <https://convorelay.com/vrs/>.
4. Ownership of Intellectual Property: Customer and Convo will each retain all rights, titles and interests in their respective Confidential Information and Intellectual Property Rights.



1. Except as expressly permitted in this Agreement, (a) each Party will keep confidential and not disclose to any third party the other Party's Confidential Information, and (b) will only use the Confidential Information of the other Party as required to perform its obligations or exercise its rights under this Agreement unless otherwise specified in accordance to jurisdictional law including but not limited to the Access to Information & Privacy Act. Both parties will implement measures to safeguard the confidentiality of Confidential Information, ensuring that the level of protection is at least equivalent to that applied to their own Confidential Information of comparable nature and significance. Under no circumstances will precautions fall below the standard of reasonable care. "Confidential Information" means (a) all information related to financial or business plans or practices, including procedures, fees, customers, technology, computer systems, proprietary processes, and products, whether disclosed prior to or after the date of this Agreement, in any form (tangible or intangible), irrespective of whether the information is marked confidential, and (b) any non-public information that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that, if disclosed orally, is identified as "Confidential" at the time of disclosure, and summarized in a writing sent by the disclosing Party to the receiving Party within 30 days of such disclosure.
2. By way of illustration, but not limitation, "Intellectual Property Rights" includes tangible and intangible information relating to formulations, products, processes, know-how, designs, formulas, methods, developmental or experimental work, clinical data, improvements, discoveries, plans for research, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers, and customers.
3. Interpreters assigned by Convo to events/meetings are bound by confidentiality agreements and will not disclose the content of any communication that they interpret and will not disclose the name of the Customer or the identity of participants in any event/meeting for which they provide services. Upon request by Customer, Convo will provide a copy of the form of confidentiality agreement that binds the interpreters. In any event that there is a request for an interpreter to reveal information or content, such as due to a subpoena, the request shall be brought directly to Convo to address.
4. Neither Party shall be in breach of this Agreement if it discloses Confidential Information that is, on the advice of Party's counsel, required to be disclosed pursuant to a binding legal requirement of a governmental agency or law, or subject to a motion or other proceeding before an agency or court seeking that it be disclosed; provided, that the identified party provides the other with prompt written notice prior to any such disclosure in order to provide the other party an opportunity to seek an appropriate protective order. If the identified party is compelled by a court or governmental body with apparent authority, despite the absence of a protective order or other relief, to disclose Confidential Information, then that party is permitted to do so without incurring liability under this agreement.
5. Convo does not knowingly collect personally identifiable information from anyone under the legal age of majority (a "Minor") without parental or legal guardian consent. Upon discovery that Convo has collected Personal Information from a Minor without consent, Convo shall remove the information from its records.



6. Information relating to Customer's use of the service, exclusive of data falling under intellectual property rights of Convo, will be made available to the Customer through their account.
7. Warranty, Indemnification, and Limitations of Liability
 1. Convo represents that the interpreters it arranges to provide interpretation services under this Agreement are trained and experienced interpreters. They will interpret communications professionally, in a competent manner, and to the best of their ability. Due to the linguistic and contextual complexity of the services offered, Convo cannot assure complete accuracy in the interpretations provided.
 2. To service on-demand interpretation, Users are routed to the next available interpreter. Users shall use their own discretion on whether and when to use Convo's on-demand service. Users electing to use Convo interpretation for any and all circumstances, including in a medical or legal context, do so with the understanding that Convo may be unable to provide an interpreter which specializes or is licensed for interpretation for a particular topic; and the User shall not hold Convo responsible for User's choice to proceed.
 3. Except as expressly stated immediately above, Convo makes no warranties or representations whatsoever to User regarding the services furnished under this agreement.
 4. Customers using QR codes to access Convo Now will be responsible for their patron's usage of Convo Now.
 5. Disclaimer of Damages. Convo shall not be liable for any lost revenue, lost profits, replacements goods, loss of technology, rights or services, incidental special, punitive, indirect or consequential damages, loss of data, or interruption of business, whether under any theory of contract, tort (including negligence), strict liability or otherwise, or damages relating to any claim.
 6. Convo Services may experience periodic downtime due to maintenance, upgrades, or unforeseen technical issues, including maintenance performed by third-party providers. Convo will limit downtime to less than 30 minutes whenever possible. For unscheduled maintenance or emergency issues, Convo will notify users as promptly as feasible. Customers acknowledge that occasional service interruptions may occur and accept this as part of the service. Convo shall not be liable for any direct or indirect loss or damage arising from service downtime.
 7. Indemnification. Each Party shall indemnify, defend and hold the other Party harmless from all liabilities, costs and expenses (including, without limitation, attorneys fees) that such Party may suffer, sustain or become subject to as a result any misrepresentation or breach of warranty, covenant or agreement of the indemnifying Party contained herein or the indemnifying Party's gross negligence or willful misconduct in performance of its obligations under this Agreement.
 8. In no event shall Convo's liability to Customer, if any, for loss or damages relating to or arising out of this Agreement exceed in the aggregate the total amount of actual fees paid by Customer in the twelve month period prior to when the claim or series of claims arose.
8. Promotional Offers. Convo may from time to time offer special promotional offers, plans or memberships ("Offers"). Offer eligibility is determined by Convo at its sole discretion and Convo reserves the right to revoke an Offer and put a Customer's account on hold in the event that Convo determines they're ineligible. Convo may use information such as usage of services, method of payment or an account email address used with an existing or recent Convo subscription services to determine Offer eligibility. The eligibility



requirements and other limitations and conditions will be disclosed when Customer sign-ups for the Offer or in other communications made available to Customer.

9. Customer location determines the governing law under which the Terms and Conditions under this Agreement apply.
 1. United States: This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Texas (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. Any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies) will be resolved at the request of either Party through binding arbitration. Arbitration will be conducted in Texas, under the rules and procedures of the American Arbitration Association ("AAA"). The Parties will request that AAA appoint a single arbitrator. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving Party.
 2. Canada: All disputes arising out of or in connection with this contract, or in respect of any defined legal relationship associated herewith or derived therefrom, shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the ADR Institute of British Columbia. The appointing authority shall be the ADR Institute of British Columbia, who shall also administer the case in accordance with its arbitration rules. The place of arbitration shall be Vancouver, or, if agreed to between the parties, any other location in the province of British Columbia.
10. Non-Solicitation. For the duration of a Customer's Agreement with Convo, and for one year following termination of any use of Convo Services, Customer will not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by Convo during such period. If Customer employs, directly or indirectly, any persons employed by Convo during such period, Customer will owe the Convo a one time fee equal to 50% of the person's total annual compensation.
11. Convo United States' Privacy Policy can be found [here](#).
12. Convo Canada's Privacy Policy can be found [here](#).
13. Convo Australia's Privacy Policy can be found [here](#).
14. Convo uses third party service providers (such as Stripe) to process payments. By using the Services and agreeing to these Terms, Customer agrees to be bound by the applicable terms of Stripe including Stripe's Portal Terms of Service linked [here](#) and Privacy Policy linked [here](#) and and other applicable third party service providers. Customer expressly understand and agree that Convo shall not be liable for any payments and monetary transactions that occur through Your use of the Services. You expressly understand and agree that all payments and monetary transactions are handled by third parties, such as Stripe. You agree that Convo shall not be liable for any issues regarding financial and monetary transactions between You and any other party, including Stripe.
 1. Customers authorize Convo to debit the bank account specified for any amount owed for charges arising from your use of Convo services and/or purchase of products from Convo, pursuant to Convo' website and terms, until this authorization is revoked. You may amend or cancel this authorization at any time by providing notice to Convo with 30 (thirty) days notice.



2. If you use Convo's services or purchase additional products periodically pursuant to Convo's terms, you authorize Convo to debit your bank account periodically. Payments that fall outside of the regular debits authorized above will only be debited after your authorization is obtained.
 3. Customers are responsible for all transactions (one-time payments) processed through the third party service providers. Convo is not liable for loss or damage from errant or invalid transactions processed with your third party service provider account. This includes transactions that were not processed due to a network communication error, or any other reason. If you process a transaction, it is your responsibility to verify that the transaction was successfully processed.
 4. You understand that Convo uses the third party service is subject to change at any time and such changes may adversely affect the Services. You understand and agree to not hold Convo liable for any adverse consequences that actions (whether intentional or unintentional) on the part of the third party may cause to you or your business.
 5. You must not process stolen credit cards, or unauthorized credit cards through the third party service provider (like Stripe).
15. To cancel or change a monthly subscription, action must be initiated and selected in the self-serve customer portal or emailed to **account@convorelay.com** and shall apply to the next billing cycle.
- a. Any balance of minutes under the Tier Plan will not be carried forward into the next billing cycle. Your subscribed usage balance will be reset at the beginning of each calendar month.
16. Paying parties shall further agree to Payment Terms in their Agreement, if subscribing to Convo Now, upon entering into an Agreement with Convo. Terms relating to cancellation, payment, and payment processes are described therein.
17. Force Majeure. Except for the obligation to pay money, either Party will be excused for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed Party (a) gives the other Party prompt notice of such cause if practicable, and (b) for as long as such Force Majeure Event continues and such Party continues to use commercially reasonable efforts to recommence performance to the extent possible.
18. All users are required to abide by the User Agreement found [here](#).
19. Termination. Convo will determine, at its absolute discretion, where there has been a breach of the Terms and Conditions warranting removal of access to Convo Services. When a breach has occurred, Convo will provide Customer with written notice of such breach and the resolution sought. Customer shall have 15 days to remedy the breach. Should the Customer fail to remedy the breach, Convo may take such action as it deems appropriate which may include all, or any, of the following actions resulting in immediate, temporary or permanent withdrawal of your right to use its services and/or legal proceedings against you for reimbursement of all costs resulting from the breach.
20. If any provision of the Terms and Conditions are held illegal, unenforceable, or void by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible so as to effectuate the intent of the Parties, and the remainder of the Terms and Conditions will continue in full force and effect.



Vulnerability Disclosure Policy

Version 1.0 March 2025 First issuance

Introduction

Convo Communications is committed to ensuring the security of our users and stakeholders by protecting their information. This policy provides security researchers with clear guidelines for conducting vulnerability discovery activities and outlines our preferences for submitting discovered vulnerabilities.

This policy describes the systems and types of research covered under this policy, how to submit vulnerability reports, and how long we ask security researchers to wait before publicly disclosing vulnerabilities.

We encourage you to contact us if you discover potential vulnerabilities in our systems.

Authorization

If you make a good faith effort to comply with this policy during your security research, we will consider your research to be authorized. We will work with you to understand and resolve the issue quickly, and Convo Communications will not recommend or pursue legal action related to your research. Should legal action be initiated by a third party against you for activities conducted in accordance with this policy, we will make this authorization known.

Guidelines

Under this policy, "research" means activities in which you:

- Notify us as soon as possible after discovering a real or potential security issue.
- Make every effort to avoid privacy violations, degradation of user experience, disruption to production systems, and destruction or manipulation of data.
- Only use exploits to the extent necessary to confirm a vulnerability's presence. Do not use an exploit to compromise or exfiltrate data, establish persistent command line access, or pivot to other systems.
- Provide us a reasonable amount of time to resolve the issue before disclosing it publicly.
- Avoid submitting high volumes of low-quality or automated reports.
- Immediately stop testing and notify us if you encounter any sensitive data (e.g., personally identifiable information, financial or proprietary information, or trade secrets). Do not disclose this data to anyone else.

Test Methods

The following test methods are not authorized:



- Network denial of service (DoS or DDoS) tests or any tests that impair access to or damage a system or data.
- Physical testing (e.g., office access, tailgating), social engineering (e.g., phishing, vishing), or any other non-technical vulnerability testing.

Scope

This policy applies to the following Convo Communications systems and services:

- *.convorelay.com
- *.convo.io

Any service not expressly listed above, including third-party vendors and connected services, is excluded from this policy and is not authorized for testing. If you are unsure whether a system is in scope, contact us at IT@convorelay.com before starting your research.

Reporting a Vulnerability

We accept vulnerability reports via IT@convorelay.com. Reports may be submitted anonymously. If you share your contact information, we will acknowledge receipt of your report within three business days.

We do not support PGP-encrypted emails.

What We Would Like to See from You

To help us triage and prioritize submissions, we encourage you to include:

- A clear description of where the vulnerability was found and its potential impact.
- Offer a detailed description of the steps needed to reproduce the vulnerability (proof-of-concept scripts or screenshots are helpful).
- Reports in English, if possible.

What You Can Expect from Us

If you choose to share your contact information with us, we commit to working with you as openly and quickly as possible:

Within three business days, we will acknowledge that your report has been received.

- To the best of our ability, we will confirm the existence of the vulnerability and be transparent about our remediation process, including challenges that may delay resolution.
- We will maintain open communication to address any questions that arise during the process.

Questions



Oct 12, 2026

For any questions regarding this policy, please contact us at IT@convorelay.com. We also welcome suggestions for improving this policy.