

## DATA RETENTION POLICY

### 1. PURPOSE.

This data retention policy (this “Policy”), is put in place by Arbeit Software LLC (“Arbeit”) to regulate and prescribe procedures relating to the retention and destruction of customer’s recorded conversations and text messages with third parties (“Data”). Arbeit provides call recording and text messaging services to customers and in doing so ensures customers have access to their Data while complying with all legal and regulatory requirements governing the retention and destruction of recorded personal information.

### 2. OUR TECHNOLOGY.

Through Arbeit Voice, Arbeit Click, Arbeit Dialer and Text and the Arbeit platform (collectively, the “Services”), customers are able to record calls with third parties in order to improve call quality and compliance as well as send/receive text messages to/from third parties. Our technology provides customers with the capability to download, store, retrieve, and delete their Data through Arbeit’s platform. Arbeit is committed to providing customers with contact solutions which fit their individual needs, and our customizable technology allows customers to do just that.

### 3. RETENTION AND DESTRUCTION.

For customers with active accounts with Arbeit, all Data will be retained by Arbeit for a period of four (4) years (the “Retention Period”). At the conclusion of the Retention Period, all Data kept by Arbeit may be destroyed. To ensure access to Data after the expiration of the Retention Period, customers are encouraged to download and store their Data on their own devices.

For customers whose accounts are cancelled, all Data may be destroyed by Arbeit at the time of account cancellation. To ensure access to Data after account cancellation, customers are encouraged to download and store their Data on their own devices prior to cancellation.

### 4. REGULATORY COMPLIANCE.

Arbeit reserves the right to retain customer recordings following account cancellation and for longer than the Retention Period. Circumstances giving rise to the retention of customer recordings beyond account cancellation and the Retention Period include, but are not limited to (i) being served with a subpoena or request for documents; (ii) becoming aware of a governmental investigation or audit; (iii) knowledge of current or potential litigation concerning the recorded conversation; and (iv) compliance with Federal or state law.

### 5. CHANGES TO THE POLICY; EXISTING CUSTOMERS

Arbeit may revise and update this Policy from time to time in its sole discretion. All changes are effective immediately when they are posted to Arbeit’s website (<https://www.arbeitsoftware.com>) and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of the revised Policy means that you accept and agree to the changes. You are expected to check Arbeit’s website from time to time so you are aware of any changes, as they are binding on you.

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Existing customers will be required to execute this Policy. If an existing customer fails to execute this Policy within thirty (30) days of customer's receipt of the Policy, Arbeit reserves the right to disable any existing customer account.

## **6. NO WARRANTIES.**

Arbeit makes no warranties, express or implied, and hereby disclaims all implied warranties concerning customer Data. Arbeit disclaims any and all responsibility as it relates to lost, stolen, destroyed or corrupted Data, and customers acknowledge that it is their sole responsibility to store and manage Data. By using Arbeit software, customers agree to release and hold harmless Arbeit in the event of lost, stolen, destroyed, or corrupted Data.

Customers may contact Arbeit at [services@arbeitsoftware.com](mailto:services@arbeitsoftware.com) with any questions regarding the retention and destruction of Data.

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