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[Home](#) > [Privacy](#)

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## Your privacy is important to us.

We have prepared this Privacy Policy to explain to you how we collect, use, and share information we obtain through your use of the sites, RSS feeds, newsletters, applications, application programming interfaces (APIs), and services (herein, "Services") that are operated by or controlled by Essential Software & Design, including without limitation Essential Software & Design and Work Messages (collectively, "Essential Software & Design," "we," "us," or "our"). Essential Software & Design is an independent media company (ESND).

This Privacy Policy does not govern our use of any information you provide to us when you call us, write to us, or communicate with us in any manner other than through the Services. Because the Internet is global, information about you that we collect or that you submit, in each case in connection with your use of the Services, may be transferred to, processed in, and held in countries (including the United States) other than the one in which you reside. By using the Services, you explicitly consent to such use of your information and agree to the terms of this Privacy Policy.

## Information Essential Software & Design Collects

Essential Software & Design may collect two (2) types of information about you: Personal and Non-Personal.

1. **Personal Information.** "Personal Information" refers to information that lets Essential Software & Design know the specifics of who you are and which may be used to identify, contact or locate you (e.g., name, mailing address, telephone number and e-mail address). Essential Software & Design may collect Personal Information when you use our Services, including, without limitation, this list of options (herein, "Shared Information"):

(a) **Registration.** Registration for Essential Software & Design requires that you supply certain personally identifiable information, including, in most cases, a unique e-mail address and demographic information. Purchases made through Essential Software & Design require that you supply your name, address, telephone number, e-mail address, and credit card number and other billing information.

(b) **Paid Products and Services.** To enable the purchase of subscriptions to Essential Software & Design publications and other products from our store, we collect and store billing and credit card information. This information will be shared only with third parties who perform tasks required to complete purchase transactions. Examples of this include order fulfillment

and credit card payments.

(c) Registration for Our Services via Third-Party Tools. You may choose to log on or create or enhance your profile on our Services by utilizing a supplied third-party login provider (e.g., Facebook, Twitter, LinkedIn, OpenID). By doing this, you are asking each login provider to send us registration information from your profile within their service. We treat that information as we do any other information you give us when you log on, register, or create a profile.

(d) User-Generated Comments and Public Activities (including Comments and Social Sharing). We offer you opportunities to engage in public activities on our Services. "Public Activities" are any actions you take on Essential Software & Design or Twitter and Facebook that are designed to be visible to other users on our Services, including commenting and posting to Facebook or Twitter. Any information you disclose in your Public Activities, including your screen name, and any image or photo, becomes public and may be used by Essential Software & Design, without notice to or consent from you and without compensation to you, for online and offline promotional or commercial uses in any and all media. If you chose to engage in Public Activities, you should be aware that any personally identifiable information you choose to submit can be read, collected, and used by other readers of these areas, and could be used to send you unsolicited messages. We are not responsible for the personally identifiable information you choose to submit in these forums, and Essential Software & Design has no responsibility to publish, take down, remove, or edit any Public Activities.

If you have signed up for an Essential Software & Design account, we will track and aggregate your Public Activities on our Services. If you choose to participate in Public Activities, you are electing to share and display such Public Activities on our Services. Also, Public Activities may be included in RSS feeds or APIs and made available to other websites in other formats. As a result, your Public Activities may appear on other websites, blogs, or feeds.

(e) Contests, Sweepstakes, and Special Offers. Essential Software & Design may collect information from you in connection with contests, sweepstakes, and special offers. If this information is shared with a third party, we will notify you at the time of collection. If you do not want any personal information shared, you may always decline to participate in the sweepstakes, contest, or special offer.

(g) Surveys, Panels, and Market Research. Essential Software & Design may collect personal information from you in connection with voluntary surveys. Unless we notify you otherwise at the time of collection, the information you provide in response to optional survey questions may be shared, but only in aggregate form, with advertisers and partners.

(h) Usage Data. Essential Software & Design may collect information as you interact with the Services. For example, each time you visit the Services, we may automatically collect the Web page you came from, the URL you go to next, and the Web page(s) that you access during your visit.

2. Non-Personal Information. "Non-Personal Information" refers to information that, by itself, does not identify you as a specific individual (e.g., demographic information or website visits). Essential Software & Design may collect Non-Personal Information through any of the methods discussed above, as well as automatically through use of industry standard

technologies described further below. For example, each time you visit the Services, we may automatically collect your IP address, browser and computer type, and access time.

## How Essential Software & Design Collects Your Information

The Personal Information practices set forth apply to all Essential Software & Design's customers worldwide.

1. Registration. Essential Software & Design may require certain Personal Information and Non-Personal Information to create an individual account ("Account") or to enable features or functionality of the Essential Software & Design Network. Failure to provide all information required by Essential Software & Design may prevent access to any or all of the Essential Software & Design Network, and failure to maintain accurate information may result in suspension or termination of access to any or all of the Essential Software & Design Network.

2. Information Collected Through Technology. Essential Software & Design Services may gather the previously referenced Personal Information and Non-Personal Information by the following methods:

(a) Cookies. Cookies, including local shared objects, are small pieces of information that are stored by your browser on your computer's hard drive. They work by assigning to your computer a unique number that has no meaning outside of the Essential Software & Design Services. Cookies do not generally contain any Personal Information. Most Web browsers automatically accept cookies, but you can usually configure your browser to prevent this. Not accepting cookies may make certain features of the Essential Software & Design Network unavailable to you.

We uses cookies for the following general purposes: (a) to track your preferences, such as the address or local zip code you enter; (b) to access your information when you sign in so we can provide you with your personalized content; (c) to display the most appropriate advertisements, based on your interests and activity on our Services; and (d) to help us improve the Services by analyzing and estimating our traffic and use of features on the Services.

We may also use "pixel tags," which are small graphic files that allow us to monitor the use of the Services. A pixel tag can collect information such as the IP address of the computer that downloaded the page on which the tag appears; the URL of the page on which the tag appears; the time (and length of time) the page containing the tag was viewed; the type of browser that retrieved the tag; and the identification number of any cookie previously placed by that server on your computer.

We may use pixel tags, provided either by us or by our third-party advertisers and ad networks, to collect information about your visit-including the pages you view, the links you click, and other actions taken in connection with our Services-and use them in combination with our cookies to provide offers and information of interest to you.

We also may allow certain analytic services and providers of applications used on the Services (e.g., sharing buttons) to collect Non-Personal Information by placing cookies on the Services that will track certain performance measures, such as Web traffic, click-throughs, etc., in order to assist us and our service providers in better understanding and serving the interests of our users.

(b) IP Address. You may visit many areas of the Essential Software & Design Services anonymously without becoming a registered User. Even in such cases, Essential Software & Design may collect IP addresses automatically. An IP address is a number that is automatically assigned to your computer whenever you begin Services with an Internet service provider. Each time you access the Essential Software & Design Services and each time you request one of Essential Software & Design's pages, the server logs your IP address.

(c) Beacons. Beacons are small pieces of data that are embedded in Web pages, applications, and e-mails. Essential Software & Design may use these technical methods in HTML e-mails that Essential Software & Design sends to users to determine whether they have opened those e-mails and/or clicked on links in those e-mails.

(d) Tracking Content Usage. If you use the Essential Software & Design Services and you post Essential Software & Design materials including, without limitation, text, logos, artwork, graphics, pictures, advertisements, sound, and other related content contained in such materials (collectively, "Content") to your website or to a third-party website, Essential Software & Design may still track and capture Personal Information and Non-Personal Information associated with those materials.

## **How Essential Software & Design Uses Your Information**

1. Generally. Except as otherwise described in this section of our Privacy Policy, we will never share your Usage Data, Personal Information, Non-Personal Information, or Shared Information (which we will refer to in this Privacy Policy collectively as "User Information") with any third party without your permission.

2. System Administration. Essential Software & Design may use Non-Personal Information for the purposes of system administration, assisting in diagnosing problems with Essential Software & Design servers, monitoring Essential Software & Design's system performance and traffic on the Essential Software & Design Network, and gathering broad demographic information about Essential Software & Design customers.

3. Personalization. Essential Software & Design uses cookies and IP addresses to track features such as delivering Content specific to your interests and informing you of new, relevant services or certain third-party offerings.

4. E-mail. Essential Software & Design complies fully with the federal CAN-SPAM Act of 2003.

(a) Account Related E-mails. Essential Software & Design reserves the right to send you e-mail relating to your account status. This includes order confirmations, renewal notices, notices about credit cards problems, and other transactional e-mails and notifications about major changes to Essential Software & Design or our Privacy Policy or Terms of Service.

(b) Newsletters. Essential Software & Design offers several e-mail newsletters. If you no longer wish to receive a specific newsletter, follow the "unsubscribe" instructions located at the bottom of each newsletter. To manage your Essential Software & Design e-mail preferences, please click on the "unsubscribe" link found at the bottom of any newsletter you've received.

(c) Promotional E-mails. Essential Software & Design may also periodically e-mail you messages about products and services that we think may be of interest to you. You may choose not to receive messages in the future by following the "unsubscribe" instructions located at the bottom of each e-mail.

5. Contact Information. If you contact Essential Software & Design by telephone, e-mail, or letter, Essential Software & Design may keep a record of your contact information and correspondence. If you report a problem with the website, Essential Software & Design may collect this information in a file specific to you. You may contact Essential Software & Design to request the removal of this information from Essential Software & Design's database.

6. Advertising. From time to time, we may share your Usage Data and Non-Personal Information to enable third parties who serve advertisements on the Services to deliver advertisements that will be relevant to you. We will not, however, share any such information in a manner that would enable the advertiser to personally identify you.

(a) Targeted Advertising. In order to serve offers and advertisements that may be of interest to our users, we may display targeted advertisements on the Services based on Personal Information and Non-Personal Information provided by those users, including zip code and profile.

(b) Your Options and Information about Advertisers and Targeted Ads. You can learn more about the advertising companies and what options they may offer you regarding cookies and targeted advertising by reviewing the Network Advertising Initiative's Consumer Opt-Out directory. Many of these companies are also members of the Network Advertising Initiative or the Digital Advertising Alliance, which each provide a simple way to opt out of ad targeting from participating companies.

7. Aggregated Data. From time to time, we may share aggregated User Information with third parties. We will not, however, share any aggregated data in a manner that would enable the recipient to personally identify you.

8. Service Providers. From time to time, we may enter into relationships with third parties who provide services to us (e.g., data management and storage services or credit card processing services). In those circumstances, we disclose User Information that is necessary for such service providers to perform those services, and we require that they maintain the confidentiality of such User Information.

9. Other Disclosure Scenarios. Notwithstanding anything in this Privacy Policy to the contrary, we reserve the right, and you hereby expressly authorize us, to share any User Information: (1) in response to subpoenas, court orders, or legal process, or to establish, protect, or exercise our legal rights or defend against legal claims; (2) if we believe it is necessary in order to investigate, prevent, or take action regarding potentially illegal activities, fraud, or

situations involving potential threats to the safety of any person or property; (3) if we believe it is necessary to investigate, prevent, or take action regarding significant abuse of the Services' infrastructure or the Internet in general (such as voluminous spamming, denial-of-service attacks, or attempts to compromise the security of information); (4) with ESND, its subsidiaries, joint ventures, or other companies under common control with us (in which case we will require such entities to honor this Privacy Policy); and (5) if we are acquired by or merged with another entity.

## **Public Information**

If you identify any User Information as public, you are authorizing us to share such information publicly. For example, you may elect to make certain Shared Information (such as your alias, bio, e-mail or photos) publicly available. Also, there may be areas of the Services (e.g., message boards, discussion rooms, and other digital forums) in which you are able to post information that will be available to all other users of the Services. By choosing to use these areas, you understand and agree that anyone may access, use, and disclose any information that you post to them. We are not responsible for the use or misuse by others of any such information.

## **Mobile and Location-Based Services**

We may from time to time offer certain location- or pinpoint-based services with our applications (such as GPS-assisted navigation instruction, wireless tower location, triangulation, or other available location technologies). If you elect to use such location-based services, we must periodically receive your location in order to provide the services to you. By using the applications' location-based services, you authorize us to: (a) locate your hardware; (b) record, compile, and display your location; and (c) publish your location to third parties designated by you by means of location publication controls available within the applications (e.g., settings, user preferences). As part of the applications, we may also collect and store certain information about our users, such as users' wireless mobile subscriber ISDN and/or IMEI numbers (as applicable) and users' network access identifier information. This information will be used to provide you with the services accessed through our applications. We may use third-party providers to help provide services through mobile systems, and such providers may use the information in accordance with our Privacy Policy.

## **How We Safeguard Your Personal Information**

1. **Security Measures.** Essential Software & Design takes appropriate security measures to protect against unauthorized access, alteration, disclosure, or destruction of Personal Information. These include, but are not limited to, internal reviews of: (a) Essential Software & Design's data collection; (b) storage and processing practices; (c) electronic security measures; and (d) physical security measures to guard against unauthorized access to systems where Essential Software & Design stores Personal Information. All Essential

Software & Design employees, contractors, and agents who access Personal Information are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, for unauthorized use or disclosure of Personal Information.

2. Third-Party Links. The Essential Software & Design Network may contain links to third parties who may collect Personal Information and Non-Personal Information directly from you. Additionally, Essential Software & Design may use third parties to provide components of the Essential Software & Design Network. In either case, such third parties may have separate privacy policies and data collection practices, independent of Essential Software & Design. Essential Software & Design: (a) has no responsibility or liability for these independent policies or actions; (b) is not responsible for the privacy practices or the content of such websites; and (c) does not make any warranties or representations about the contents, products, or services offered on such websites or the security of any information you provide to them.

Essential Software & Design continually strives to implement new technologies and processes to better protect you, your privacy, and your use of the Essential Software & Design Network. As a result, changes to this Privacy Policy may be made by Essential Software & Design from time to time. In no event will these changes result in the degradation of any of the security measures designed to protect you from unauthorized disclosure, as such measures are described in this Privacy Policy.

## **Children's Privacy**

We are committed to protecting the privacy needs of children, and we encourage parents and guardians to take an active role in their children's online activities and interests. The Services are not intended for and may not be used by children under the age of 13. We do not knowingly collect information from children under the age of 13, and we do not market the Services to children under the age of 13.

## **Links to Other Services and Websites**

This Privacy Policy applies only to the Essential Software & Design Services. These Services may contain links to other services and websites not operated or controlled by Essential Software & Design (the "Third-Party Services"). This may include other websites operated by employees of ESND. The policies and procedures we describe here do not apply to the Third-Party Services. The links from this Service do not imply that Essential Software & Design endorses or has reviewed the Third-Party Services. We suggest contacting those sites directly for information on their privacy policies.

## **Other Terms and Conditions**

Your access to and use of these Services are subject to the Terms of Service.

# **Changes to Essential Software & Design's Privacy Policy**

Our Services and our business may change from time to time. As a result, at times it may be necessary for Essential Software & Design to make changes to this Privacy Policy. Essential Software & Design reserves the right to update or modify this Privacy Policy at any time and from time to time without prior notice. Please review this policy periodically, and especially before you provide additional Personal Information. This Privacy Policy was last updated on the date indicated below. Your continued use of the Service after any changes or revisions to this Privacy Policy shall indicate your agreement with the terms of the revised Privacy Policy.

## **Jurisdiction and Cross-Border Issues**

We do not represent or warrant that the Services, or any part thereof, are appropriate or available for use in any particular jurisdiction. Those who choose to access the Services do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules, and regulations. We may limit the Services' availability, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time and at our sole discretion. By using the Services and submitting any Personal Information, you consent to the transfer of Personal Information to other countries, such as the United States, which may provide a different level of data security from your country of residence.

## **Special Note for Our International Visitors**

Our Services are intended for and directed to users in the United States. If you are accessing our Services from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of our Services, which are governed by U.S. law, this Privacy Notice, and our Terms of Service, you are transferring your Personal Information to the United States and you consent to that transfer.

## **How to Access and Change Your Personal Information**

To keep your Personal Information accurate, current, and complete, please contact us as specified below. We will take reasonable steps to update or correct Personal Information in our possession that you have previously submitted via this Service. Please also feel free to contact us if you have any questions about Essential Software & Design's Privacy Policy or the information practices of the Services.

You may contact us as follows:



Essential Software & Design  
9A Hickory Road  
Port Washington, NY 11050  
[privacy@esnd.com](mailto:privacy@esnd.com) <sup>[1]</sup>  
T: 212.686.7496

```
googletag.cmd.push(function() { googletag.display("dfp-ad-footer"); });
```



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**Source URL:** <http://www.esnd.com/privacy>

**Links:**

[1] <mailto:privacy@esnd.com>