

PRIVACY POLICY

Effective on 2020-06-25.

This privacy statement describes how Aleksandr Kobozev ("Tingo", "we", "us" and/or "our") collects and uses the personal information you provide, how we and some of the companies we work with collect, use, share and protect information in relation to our mobile services, web site (the "Site", "Website", "App"), and any software provided on or in connection with Tingo services (collectively, the "Service") to our users ("you", "your") and your choices about the collection and use of your information, including personally identifiable data ("Personal Data").

1. HOW WE COLLECT AND USE YOUR INFORMATION

We collect the following types of information about you:

1.1. Information you provide us directly — We ask for certain information such as your name and e-mail address if you correspond with us (in which case we will also retain our responses). If you purchase products or services or sign up for a paid subscription, then we will also ask for additional information, such as your credit card number and billing address. We may also retain any messages you send through the Service, and may collect information you provide in User Content you create, share to the Service, which may include information contained in your profile as well as photos or other image files and associated metadata. If you sign up for our e-mail mailing list, we will collect your name and e-mail address. We use this information to operate, maintain, and provide to you the features and functionality of the Service.

1.2. Information we may receive from third parties — We may receive information about you from third parties. For example, if you access our websites or Service through a third-party connection or log-in, for example, through Facebook Connect, by "following," "liking," adding the Tingo application, linking your account to the Tingo Service, etc., that third party may pass certain information about your use of its service to Tingo. This information could include, but is not limited to any information that you have permitted the third party to share with us, and any information you have made public in connection with that service. We may use this information to find your contacts on the Service, to let you know what your contacts are doing on the Service, and to let your contacts know what you are doing on the Service. We may also use it to suggest additional users or friends you may want to follow or connect with. You should always review, and if necessary, adjust your privacy settings on third-party websites and services before linking or connecting them to Tingo's websites or Service. You may also unlink your third party account from the Service by adjusting your settings on the third party service.

We collect the following personal information from you:

Preferences Information you provide such as product or content interests, or communication or marketing preferences. Usage activity about how you interact with us such as purchase history, what content you viewed, and which areas of our App you visited. Device Information.

We also collect the following information from you:

Information about your mobile device such as your mobile device id (similar to a website IP address), device type, and mobile service carrier.

As is true of most Web sites, we automatically gather information about your computer such as your IP address, browser type, referring/exit pages, and operating system.

We use this information to operate, maintain, and provide to you the features and functionality of the Service. We may also use this information to communicate directly with you. We may send you emails containing newsletters, promotions and special offers. If you do not want to receive such email messages, you will be given the option to opt out or change your preferences. We also use your information to send you Service-related emails (e.g., account verification, purchase and billing confirmations and reminders, changes/updates to features of the Service, technical and security notices). You may not opt out of Service-related e-mails.

1.3. Use of cookies and other technology to collect information. We automatically collect certain types of usage information when you visit our website or use our Service.

1.4. Analytics information — We may directly collect analytics data, or use third-party analytics tools to help us measure traffic and/or usage trends for the Service. These tools collect information sent by your browser as part of a web page request, including the web pages you visit, your browser add-ons, your browser's width and height, and other information that assists us in improving the Service. We may collect and use this analytics information in aggregate form such that it cannot reasonably be manipulated to identify any particular individual user. We may use anonymous, aggregated or de-identified data and share it with third parties for our lawful business purposes.

1.5. Cookies information — When you visit the Service, we and our third party partners may send one or more cookies — a small text file containing a string of alphanumeric characters — to your computer that uniquely identifies your browser and lets Tingo help you log in faster and enhance your navigation through the site. A cookie may also convey information to us about how you use the Service (e.g., the pages you view, the links you click and other actions you take on the Service), and allow us or our business partners to track your usage of the Service over time. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Service may not function properly if the ability to accept cookies is disabled.

1.6. Log file information — Log file information is automatically reported by your browser and device each time you access a web page or Tingo. When you use our Service, our servers automatically record certain log file information. These server logs may include anonymous information such as your web request, Internet Protocol ("IP") address, browser type, referring / exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information.

1.7. Clear gifs/web beacons information — When you use the Service, we may employ clear gifs (also known as web beacons) which are used to anonymously track the online usage patterns of our Users anonymously. In addition, we may also use clear gifs in HTML-based emails sent to our Users to track which emails are opened and which links are clicked by recipients. The information is allows for more accurate reporting and improvement of the Service.

1.8. Device identifiers — When you access the Service by or through a mobile device (including but not limited to smart-phones or tablets) or computer, we may access, collect, monitor and/or remotely store one or more "device identifiers." Device identifiers are small data files or similar data structures stored on or associated with your mobile device, which uniquely identify your mobile device. A device identifier may be data stored in connection with the device hardware, data stored in connection with the device's operating system or other software, or data sent to the device by Tingo. A device identifier may convey information to us about how you browse and use the Service. A device identifier may remain persistently on your device, to help you log in faster and enhance your navigation through the Service. Some features of the Service may not function properly if use or availability of device identifiers is impaired or disabled.

1.9. Location data — When you access the Service by or through a mobile device, we may access, collect, monitor and/or remotely store "location data," which may include GPS coordinates (e.g. latitude and/or longitude) or similar information regarding the location of your mobile device. Location data may convey to us information about how you browse and use the Service. Some features of the Service, particularly location-based services, may not function properly if use or availability of location data is impaired or disabled.

1.10. Ads on our Service — We may permit third party online advertising networks to collect information about your use of our website over time so that they may play or display ads that may be relevant to your interests on our Service or on other websites or services. Typically, these third-party ad servers or ad networks use cookies and other tracking technology to compile information about your browser's or device's visits and usage

patterns on the Service and on other sites around the Web, to send you the ads that appear on the Service, to measure the effectiveness of their ads and to personalize the advertising content. The Tingo Privacy Policy does not apply to, and we cannot control the activities of, third-party advertisers.

We use or may use the data collected through cookies, log file, device identifiers, location data and clear gifs information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the site; (b) provide custom, personalized content and information, including advertising; (c) to provide and monitor the effectiveness of our Service; (d) monitor aggregate metrics such as total number of visitors, traffic, and demographic patterns; (e) diagnose or fix technology problems; (f) help you efficiently access your information after you sign in; and (h) track User Content and Users to the extent necessary to comply as a service provider with the Digital Millennium Copyright Act; and (i) to provide advertising to your browser or device. Although we do our best to honor the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser at this time.

1.11. Face Data - "Face Data" means information related to human faces (e.g., face mesh data, facial map data, face modeling data, facial coordinates or facial landmark data, including data from a photo) that is provided by a user in or through Tingo.

We access Face Data only to provide a service or function that is directly relevant to the use of the Tingo. Notwithstanding anything to the contrary in other Sections and items of this Privacy Policy in relation to the Face Data, we do not:

- Share or transfer the Face Data off the User devices.

- Use the Face Data to identify any particular individual User.
- Use the Face Data for authentication, advertising, or marketing purposes, or to otherwise target a User in a similar manner.
- Use the Face Data to build a User profile, or otherwise attempt, facilitate, or encourage third parties to identify anonymous Users or reconstruct User profiles based on the Face Data.
- Transfer, share, sell, or otherwise provide the Face Data to advertising platforms, analytics providers, data brokers, information resellers or other such parties.
- Use Face Data in a manner that will violate the legal rights of users (or any third parties) or to provide an unlawful, unfair, misleading, fraudulent, improper, exploitative, or objectionable user experience.

You hereby express your informed written consent on processing of your Face Data as described in this item 1.11.

2. SHARING OF YOUR INFORMATION

We may share your information with third parties outside Tingo and its controlled subsidiaries and affiliates with the exception of Face Data.

Who we may share your information with — We may share your information with third-party business partners, consultants and service providers that perform services on our behalf for the purpose of providing the Service to you (e.g., email providers, advertising networks, content or service fulfillment, analytics companies, etc.). These include, but are not limited to, the following companies:

Firebase (<https://www.iubenda.com/blog/privacy-policy-firebase-elements/>,
<https://firebase.google.com/support/privacy>),

Facebook sdk (<https://developers.facebook.com/policy/>,
<https://www.facebook.com/privacy/explanation>),

Facebook Audiencenetwork
(<https://developers.facebook.com/policy/>,
<https://www.facebook.com/privacy/explanation>),

Adjust (<https://www.adjust.com/terms/privacy-policy/>,
<https://www.adjust.com/terms/general-terms-and-conditions/>)

Crashlytics
(<https://firebase.google.com/terms/crashlytics/>,<https://policies.google.com/privacy>)

Apple Developer
(<https://www.apple.com/legal/internet-services/terms/site.html>,
<https://www.apple.com/legal/internet-services/terms/site.html>)

onesignal.com (https://onesignal.com/privacy_policy)

Those business partners will be given limited access to your information that is reasonably necessary to deliver the Service. We may also share your information with our business partners who offer a service to you jointly with us, for example, when running a co-sponsored contest or promotion. From time to time, we may share your information with third parties who we think may offer you products or services you may enjoy.

Who you may choose to share your information with — Any information or User Content that you voluntarily disclose for posting to the social media sites, such as your public profile, photos or images and associated metadata, and comments, becomes

available to other users and to the public, as controlled by any applicable privacy settings. If you remove information that you posted to the social media sites, copies may remain viewable in cached and archived pages of the social media sites, or if other Users have copied or saved that information. You may also choose to share your information with friends through email or various social media sites.

What happens in the event of a change of control

— We may buy or sell/divest/transfer the company (including any shares in the company), or any combination of its products, services, assets and/or businesses. Your information such as customer names and email addresses, User Content, and other User information related to the Service will likely be among the items transferred in these types of transactions. We may also transfer or assign such information in the course of corporate divestitures, mergers, acquisitions, bankruptcies, dissolutions or similar transactions or proceedings. We may also sell, assign or otherwise transfer such information in the course of corporate divestitures, mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of the company.

Instances where we are required to share your information

— Tingo will disclose your information where required to do so by law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our Terms of Use, or to protect the security or integrity of our Service; and/or (c) to exercise or protect the rights, property, or personal safety of Tingo, our Users or others.

We may also share information with others in an

aggregated and anonymous form that does not reasonably identify you directly as an individual.

3. HOW WE STORE AND PROTECT YOUR INFORMATION

Storage and Processing — Your information collected through the Service may be stored and processed in any country in which Tingo or its subsidiaries, affiliates or service providers maintain facilities. Tingo may transfer information that we collect about you (with the exception of Face Data) to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the European Union or other regions with laws governing data collection, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the any country in which Tingo or its subsidiaries, affiliates or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

Deleting or Anonymizing Your Content - If you are under 18 years of age, you may request that the content that you posted to the social media sites be deleted or anonymized such that your personal information will not be identifiable publicly on our Service by contacting us. While we will use all commercially reasonable efforts to delete or anonymize your user content upon request, please be aware that due to the social nature of our Service, you may not be able to completely remove all of your personally identifiable user content if, for example, that content has been stored, republished, or reposted by another user or a third party. We may also maintain your

information in identifiable form for our internal use, even if your personal data is no longer visible to the public on our Service.

Keeping your information safe — Tingo cares about the security of your information, and uses commercially reasonable safeguards to preserve the integrity and security of all information collected through the Service. However, Tingo cannot ensure or warrant the security of any information you transmit to Tingo or guarantee that information on the Service may not be accessed, disclosed, altered, or destroyed. Your privacy settings may also be affected by changes to the functionality of Tingo's distributors, such as social networks. Tingo is not responsible for the functionality or security measures of any third party.

Compromise of information — In the event that any information under our control is compromised as a result of a breach of security, Tingo will take reasonable steps to investigate the situation and where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations.

4. YOUR CHOICES ABOUT YOUR INFORMATION

You control your account information and settings — You can stop receiving promotional email communications from us by clicking on the "unsubscribe link" provided in such communications. As noted above, you may not opt out of Service-related communications (e.g., account verification, purchase and billing confirmations and reminders, changes/updates to features of the Service, technical and security notices). If you have any questions about reviewing or modifying your account information, you can contact us.

Your choices regarding the collection of your information for Online Advertising: As discussed above, we may permit third party advertising networks or similar third party partners to collect information about your browsing activities over time and across websites when you use our site or Service. Typically, this information is collected through cookies or similar technologies, which recognize the device you are using and are used to display ads through our Service or to our visitors on other websites.

5. CHILDREN'S PRIVACY

Tingo does not knowingly collect or solicit personal information from anyone under the age of 18. The Service and its content are not directed at children under the age of 18. In the event that we learn that we have inadvertently collected personal information from a child under age 18, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 18, please contact us.

6. LINKS TO OTHER WEBSITES AND SERVICES

We are not responsible for the practices employed by websites or services linked to or from the Service, including the information or content contained therein. Please remember that when you use a link to go from the Service to another website, our Privacy Policy does not apply to third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link on our website, are subject to that third party's own rules and policies. In addition, you agree that we are not responsible and we do not exercise control over any third-parties that you authorize to access your User Content. If you are using a third party website or service (like Facebook or

Twitter) and you allow such a third party access to your User Content, you do so at your own risk. This Privacy Policy does not apply to information we collect by other means (including offline) and from other sources other than through the Service.

7. User Content

Service may allow you and other users to create, store and share content, including photos and other materials (previously and hereinafter collectively, "User Content"). You retain all rights in and to your User Content, as between you and Tingo. Further, Tingo does not claim ownership of any User Content that you post through the Service.

You grant Tingo a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully-paid, transferable sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display your User Content in all media formats and channels now known or later developed, without compensation to you. When you post or otherwise share User Content, you understand that your User Content and any associated information will be visible to the public.

You grant Tingo consent to use the User Content, regardless of whether it includes an individual's name, likeness, voice or persona, sufficient to indicate the individual's identity. By using the Service, you agree that the User Content may be used for commercial purposes. You further acknowledge that Tingo's use of the User Content for commercial purposes will not result in any injury to you or to any person you authorized to act on its behalf.

You represent and warrant that: (i) you own the User Content stylized by you on or through the Service or

otherwise have the right to grant the rights and licenses set forth in these Terms; (ii) you agree to pay for all royalties, fees, and any other monies owed by reason of User Content you stylize on or through the Service; and (iii) you have the legal right and capacity to enter into these Terms in your jurisdiction.

You may not create, post, store or share any User Content that violates these Terms or for which you do not have all the rights necessary to grant us the license described above. Although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason.

Tingo is not a backup service and you agree that you will not rely on the Service for the purposes of User Content backup or storage. Tingo will not be liable to you for any modification, suspension, or discontinuation of the Service, or the loss of any User Content.

8. HOW TO CONTACT US

You can contact us about this privacy statement by writing or email us at the address below:

Aleksandr Kobozev

Email: support@gettingo.com

9. Additional Terms Applicable to iOS Devices

The following terms apply if you install, access or use the Services on any device that contains the iOS mobile operating system (the "App") developed by Apple Inc. ("Apple").

Acknowledgement. You acknowledge that these Terms are concluded solely between us, and not with Apple, and Tingo, not Apple, is solely responsible for the App and the content thereof. You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the Usage Rules for the Apple

App Store Terms of Service as of the date you download the App, and in the event of any conflict, the Usage Rules in the App Store shall govern if they are more restrictive. You acknowledge and agree that you have had the opportunity to review the Usage Rules.

Scope of License. The license granted to you is limited to a non-transferable license to use the App on any iPhone, iPod touch or iPad that you own or control as permitted by the Usage Rules set forth in the Apple App Store Terms of Service.

Maintenance and Support. You and Tingo acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

Warranty. You acknowledge that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the App by you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. The parties acknowledge that to the extent that there are any applicable warranties, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty would be the sole responsibility of Tingo. However, you understand and agree that in accordance with these Terms, Tingo has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App.

Product Claims. You and Tingo acknowledge that as between Apple and Tingo, Tingo, not Apple, is responsible for addressing any claims relating to the App

or your possession and/or use of the App, including, but not limited to (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation.

Intellectual Property Rights. The parties acknowledge that, in the event of any thirdparty claim that the App or your possession and use of the App infringe that third party's intellectual property rights, Tingo, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.

Legal Compliance. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

Third-Party Terms of Agreement. You agree to comply with any applicable third-party terms when using the Services.

Third-Party Beneficiary. The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof).

10. CHANGES TO OUR PRIVACY POLICY

Tingo may, in its sole discretion, modify or update this Privacy Policy from time to time, and so you should review this page periodically.

11. IMPORTANT INFORMATION REGARDING EUROPE

This section applies to individuals in the European Economic Area and the United Kingdom.

Controller. Aleksandr Kobozev is the controller of the personal data that we have about you and can be reached through email: support@gettingo.com.

Your rights. You may ask us to take the following actions:

- **Access.** Provide you with information about our processing of your personal data and give you access to it.
- **Correct.** Update or correct inaccuracies in your personal data.
- **Delete.** Delete your personal data.
- **Export.** Export a machine-readable copy of your personal data that you can use with a different service.
- **Restrict.** Restrict the processing of your personal data.
- **Object.** Object to our reliance on our legitimate interests as the legal basis of processing your personal data if that processing adversely impacts your legal rights.

To request one of these actions, contact us. We may request information from you to help us confirm your identity and process your request. Applicable law may require or permit us to decline your request. If we decline your request, we will tell you why, subject to legal restrictions.

Marketing emails. You can always opt out of our marketing emails by following the unsubscribe prompt

in the message. You may still receive administrative or other non-marketing messages.

Legal bases. We generally process your personal data on the following legal bases:

- **Contractual necessity.** You have entered a contract with us and we need to use some of your personal data to provide services you have requested or take steps that you request prior to providing services. If you do not provide information indicated as required or mandatory within our service, or that is otherwise necessary to provide a requested service or feature within the service, it will not be available to you.
- **Compliance with law.** We may have to process or share your personal data to comply with legal obligations, such as to comply with a subpoena or legal process.
- **Legitimate interests.** We process your personal data for purposes that constitute our legitimate interests, such as fraud prevention and safety; protecting our, your or others' property rights; exercising or defending legal claims; investigating violations of and enforcing our Terms of Use; analyzing and improving our services; and marketing and advertising.
- **Consent.** In some cases, we may process your personal data based on your consent, such as where we request access to data on your mobile device through the prompts in your device's operating system. Where we rely on your consent you have the right to withdraw it anytime in the manner indicated at the time consent is requested.

Updates. Privacy laws are undergoing significant changes in Europe and we may need to further update our Privacy Policy as laws take effect and regulators provide additional guidance. We encourage you to

revisit our Privacy Policy from time to time to keep current with any changes.

Questions, concerns, complaints. If you have any questions or concerns, please contact us. In addition, you can always submit a complaint to your data protection regulator. You can find your data protection regulator here.

12. IMPORTANT INFORMATION FOR CALIFORNIA RESIDENTS

Scope. This addendum supplements our Privacy Policy and applies only to California residents and the Personal Information we collect about them as a "business," as defined under the California Consumer Privacy Act of 2018 ("**CCPA**"). For purposes of this section, "Personal Information" has the meaning given in the CCPA but does not include information exempted from the scope of the CCPA. Additionally, this section does not apply to information we collect from you in the course of communicating with you in your capacity as an employee, controlling owner, director, officer or contractor of an organization (i.e., company, partnership, sole proprietorship, non-profit or government agency) while we are providing or receiving products or services to or from, or performing due diligence on, that organization.

Collection, use and disclosure of your Personal Information. For each category of data described above in Section 1 of this Privacy Policy, the following list describes the corresponding statutory categories of Personal Information specified by the CCPA in California Civil Code § 1798.140(o), the sources of that Personal Information, and the business/commercial purposes for collecting that Personal Information, as further described in Section 1:

- **Information you provide us directly** (such as name, e-mail address, correspondence you send to us)
 - *CCPA category:* identifiers; financial information; online identifiers; visual information
 - *Sources:* you
 - *Purposes:* to operate, maintain, and provide to you the features and functionality of the Service and our business
- **Information from third parties** (such as information about your use of a third party service like Facebook)
 - *CCPA category:* identifiers; online identifiers
 - *Sources:* third parties
 - *Purposes:* for functionality related to the specific third party; for example, you can log-in to the Service with Facebook and post your User Content to your social media platforms
- **Analytics information** (such as traffic and usage information for the Service)
 - *CCPA category:* commercial information; internet or network information
 - *Sources:* automatic collection
 - *Purposes:* understand and improve the Service
- **Cookies and similar technologies** (which reveal information such as how you use the Service)
 - *CCPA category:* commercial information; internet or network information
 - *Sources:* automatic collection
 - *Purposes:* enable log-ins; enhance your navigation on our site; allow us or our business partners to track usage of the Service; save information you previously entered; personalize your experience on the Service; monitor and provide support for the Service; comply with the Digital Millennium Copyright Act; provide interest-based advertising on other sites

- **Log file information** (such as your web request, IP address, browser type, referring / exit pages and URLs, and how you interact with the Service)
 - *CCPA category:* internet or network information; online identifiers
 - *Sources:* automatic collection
 - *Purposes:* operate, maintain, and provide to you the features and functionality of the Service; save information you previously entered; personalize your experience on the site and Service; monitor and provide support for the Service; enhance your navigation on the Service; comply with the Digital Millennium Copyright Act; provide interest-based advertising on other websites or services
- **Clear gifs/web beacons information**
 - *CCPA category:* internet or network information; online identifiers
 - *Sources:* automatic collection
 - *Purposes:* track how you interact with our site and communications to report on and improve the Service; save information you previously entered; personalize your experience on the Service; monitor and provide support for the Service; enhance your navigation on the Service; comply with the Digital Millennium Copyright Act; provide interest-based advertising on other websites or services
- **Device identifiers**
 - *CCPA category:* internet or network information; online identifiers
 - *Sources:* automatic collection
 - *Purposes:* enhance your log in and navigation on the Service; save information you previously entered; personalize your experience on the Service; monitor and provide support for the Service; comply with the Digital Millennium Copyright Act; provide interest-based advertising on other websites or services

- **Location Data (such as your GPS coordinates or similar information)**

- *CCPA category:* geolocation data; internet or network information
- *Sources:* automatic collection
- *Purposes:* operate, maintain, and provide to you the features and functionality of the Service; save information you previously entered; personalize your experience on the Service; monitor and provide support for the Service; enhance your navigation on the Service; comply with the Digital Millennium Copyright Act; provide interest-based advertising on other websites or services

- **Software development kit information (which reveals information regarding your use of the Service)**

- *CCPA category:* commercial information; internet or network information
- *Sources:* automatic collection
- *Purposes:* allow us, our business partners, service providers or advertising partners to understand and improve the Service; track usage of the Service; personalize your experience on the Service; monitor and provide support for the Service; comply with the Digital Millennium Copyright Act; provide interest-based advertising on other websites or services

- **Face Data** (such as face mesh data, facial map data, face modeling data, facial coordinates or facial landmark data, including data from an uploaded photo)

- *CCPA category:* identifiers; visual information
- *Sources:* you
- *Purposes:* to operate, maintain, and provide to you the features and functionality of the Service and our business

We describe the categories of third parties to whom we disclose your Personal Information in Section 2 of our Privacy Policy (Sharing of Your Information). We may draw inferences about user preferences and behavior from the information described above when analyzing it and use them to deliver and improve the Service. We may also use and share the information described above as otherwise described in this Privacy Policy. The foregoing describes our practices for the 12 months preceding the 'last updated' date at the top of this Privacy Policy.

California 'Do Not Sell My Info' Notice. Like many companies online, we use advertising services that use information collected from cookies and similar technologies to try to make the ads you see on other websites more relevant to your interests. This is called interest-based advertising. Although we do not sell your information to these companies for money, our use of these services may constitute a "sale" of Personal Information from which you have the right to opt-out for purposes of the CCPA. You can opt-out of the use of your information for interest-based advertising by:

- **Browser settings.** Blocking third party cookies in your web browser settings.
- **Privacy browsers/plug-ins.** Using privacy browsers or ad-blocking browser plug-ins that let you block advertising trackers.
- **Mobile settings.** Using your mobile device settings to limit use of the advertising ID associated with your mobile device for interest-based advertising purposes.

We recommend that you take all of these steps if you want to prevent collection of your information for interest-based ads. You will need to apply these opt-out settings on each device from which you wish to opt-out. Not all companies that serve interest-based ads

participate in these opt-out programs, so even after opting-out, you may still receive cookies and interest-based ads from other companies. If you opt-out, you will still see advertisements online but they may be less relevant to you.

Your right to information, access and deletion. You have the following rights under the CCPA:

- **Information.** You can request the following information about how we have collected and used your Personal Information during the past 12 months:
 - The categories of Personal Information that we have collected.
 - The categories of sources from which we collected the Personal Information.
 - The categories of third parties with whom we share the Personal Information.
 - The categories of Personal Information that we sold or disclosed for a business purpose.
 - The categories of third parties to whom the Personal Information was sold or disclosed for a business purpose.
 - The business or commercial purpose for collecting and/or selling Personal Information.
- **Access.** You can request a copy of the Personal Information that we have collected about you during the past 12 months.
- **Deletion.** You can ask us to delete the Personal Information that we have collected from you.
- **Nondiscrimination.** You are entitled to exercise the rights described above free from discriminatory treatment prohibited by the CCPA.

You may submit a request to exercise your right to information, access or deletion by contacting us. We reserve the right to confirm your California residency to process these requests and will need to confirm your

identity. Government-issued identification may be required. You may designate an authorized agent to make a request on your behalf by providing a valid power of attorney or other proof of authority acceptable to us in our reasonable discretion. Government-issued identification may be required for both the requester and the authorized agent. We cannot process your request if you do not provide us with sufficient information to allow us to understand and respond to it. As email is not a secure communication channel, you should not email government-issued identification to us. In certain cases we may decline your request as permitted by law.