

Proof of Beauty, LLC Privacy Policy

Last Modified: April 20, 2021

1. Introduction

Proof of Beauty, LLC ("POB") is dedicated to protecting your personal information and informing you about how we use your information. This privacy policy applies to your use of the hash.pob.studio website and all other related services (collectively "Site"). This Privacy Policy should be read in conjunction with the Terms of Use and is integrated into the Terms of Use. All capitalized proper nouns not defined in this Agreement will have the same definitions and meanings as defined by the Terms of Use. Please review this Privacy Policy periodically as we may revise it from time to time. If you do not agree with or accept our Privacy Policy in its entirety, you must not access or use the Site. If you use the Site following a change to the terms of this Privacy Policy you agree to accept the revised policies.

2. Information Collected

At POB, we collect personally identifiable information ("PII") and non-personally identifiable information ("Non-PII") from you. Personally identifiable information is information that can be used to identify you personally. Non-personally identifiable information is information that must be combined with other information to identify you personally.

Personally Identifiable Information Collected

You will not be required to provide us any information when you visit our Site. However, if you wish to contact us or if you

wish to submit any User Content you may be required to submit your name, email or additional contact information.

Non-Identifying Information

Whenever you use our website, we may collect Non-PII from you, such as your IP address, zip code, gender, browsing history, search history, and registration history, interactions with the Site, usage information, location, referring URL, browser, operating system, data usage, data transferred, and Internet service provider. We may also collect information including but not limited to postings you make on the public areas of our website, messages you send to us, and correspondence we receive from other members or third parties about your activities or postings.

3. Use of Your Information

Some of your information will be visible to us or other users of the Site to facilitate communication. We will never sell your information without your permission; however you agree that we may use your information in the following ways:

- To provide any services offered and to operate the POB Site.
- To enhance or improve our users' experiences.
- To to contact you via email or other electronic communications where you have an inquiry.
- To notify you of additional POB updates.
- To share your information with third party partners or third parties hired by us to perform functions and provide services to us subject to the obligations consistent with this Privacy Policy and on the condition that the third

parties use your information only on our behalf and pursuant to our instructions.

4. Accessing, Editing, and Removing Your Information

If you have any questions or wish to review, change, or access any of your information collected by us, please contact us at david@pob.studio. Additionally, if you wish to opt out of our data collection practices or would like us to remove any of your information from our databases, please contact us. After you have cancelled your account please be aware that we may keep inaccessible copies of your PII and non-PII subject to our data retention policies.

5. Cookies and Tracking

We do not currently use cookies on our Site, in the event that we decide to employ cookies or other website tracking this section of the Privacy Policy shall be updated.

6. Third Party Access to Your Information

Although you are entering into an Agreement with POB to disclose your information to us, we do use third party individuals and organizations to assist us, including contractors, web hosts, and others to allow you to access the Site.

Throughout the course of our provision of our services to you, we may delegate our authority to collect, access, use, and disseminate your information. It is therefore necessary that you grant the third parties we may use in the course of our business the same rights that you afford us under this Privacy Policy. For this reason, you hereby agree that for every

authorization which you grant to us in this Privacy Policy, you also grant to any third party that we may hire, contract, or otherwise retain the services of for the purpose of operating, maintaining, repairing, or otherwise improving or preserving our website or its underlying files or systems. You agree not to hold us liable for the actions of any of these third parties, even if we would normally be held vicariously liable for their actions, and that you must take legal action against them directly should they commit any tort or other actionable wrong against you.

7. Law Enforcement

You agree that we may disclose your information to authorities if compelled to by a court order. Additionally, you agree that we may disclose your information if we reasonably believe that you have violated US laws, the terms of our Terms of Use or our Privacy Policy, or if we believe that a third party is at risk of bodily or economic harm. In the event that we receive a subpoena affecting your privacy, we may elect to notify you to give you an opportunity to file a motion to quash the subpoena, or we may attempt to quash it ourselves, but we are not obligated to do either. We may also proactively report you and release your information without receiving any request to third parties where we believe that it is proper to do so for legal reasons, where your actions violate any US laws or any other country having jurisdiction over us, our Site, or our Terms of Use. You release us from any damages that may arise from or relate to the release of your information to a request from law enforcement agencies or private litigants. We may release your information under the conditions listed in this paragraph whether it is to individuals or entities and to any state or federal authorities, as required.

8. Opt Out of Commercial, Non-Commercial Communications and Do Not Track

If you decide to provide us with your contact information, you agree that we may send you communications via text and emails. However, you may unsubscribe from certain communications by notifying POB that you no longer wish to receive these communications and we will endeavor to promptly remove you from our mailing list or communications once we have received that request. We currently do not offer functionality for you to opt out through "do not track" listings. If you wish to opt out of certain communications or information collection, please contact us at david@pob.studio.

9. Third Parties

POB or other users may post links to third party websites on Site, which may include information that we have no control over. When accessing a third party site through our Site, you acknowledge that you are aware that these third party websites are not screened for privacy or security issues by us.

Please be aware that this Privacy Policy, and any other policies in place, in addition to any amendments, does not create rights enforceable by third parties. POB bears no responsibility for the information collected or used by any advertiser or third party website. You must review their electronic agreements and privacy policies to understand how their information collection practices work.

10. Security Measures

We make reasonable attempts to protect your information by using physical and electronic safeguards. However, as this is the Internet, we can make no guarantees as to the security or privacy of your information. For this reason, we recommend that you use anti-virus software, routine credit checks, firewalls, and other precautions to protect yourself from security and privacy threats.

11. Your California Privacy Rights

POB permits residents of the State of California to use its Site, and complies with the California Business and Professions Code §§ 22575-22579. If you are a California resident you may request certain information regarding our disclosure of personal information to any third parties for their direct marketing purposes. Various provisions throughout this Privacy Policy address requirements of the Californian privacy statutes. Although we do not disseminate your information to third parties without permission, you must presume that we collect electronic information from all visitors. You may contact us at david@pob.studio with any questions.

12. Age Compliance

We intend to fully comply with American and international laws respecting children's privacy including COPPA. Therefore, we do not collect or process any information for any persons under the age of 18. If you are under 18 and using our Site, please stop immediately and do not submit any information to us. In the event that you become aware that we have inadvertently collected any information from users under the age of 18, please contact us immediately.

13. International Transfer

Your information may be transferred to - and maintained on - computers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer. PII and Non-PII that is submitted to POB will be collected, processed, stored, disclosed and disposed of in accordance with applicable U.S. law and this policy. If you are a non-U.S. user, you acknowledge and agree that POB may collect and use your Information and disclose it to other entities outside your resident jurisdiction. In addition, such information may be stored on servers located outside your resident jurisdiction. U.S. law may not provide the degree of protection for information that is available in other countries.

14. Merger and Acquisition

In the event that POB is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that transaction. Please be aware that once the information is transferred your privacy rights may change.

15. Amendments

Like our Terms of Use, we may amend this Privacy Policy from time to time. When we amend this Privacy Policy, we will modify the date listed on this Agreement or we may contact you. You must agree to the amendments as a condition of your continued use of our Site. If you do not agree, you must immediately cease using our Site and notify us of your refusal to agree by e-mailing us at david@pob.studio.

16. Information

If you have any questions or require additional information related to our information collection practices, please contact us at david@pob.studio.