

KYOKAN GROUP
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Effective Date: March 14th, 2020

This Privacy Notice (“**Notice**”) for California Residents supplements the information contained in Kyokan’s Privacy Policy

https://github.com/kyokan/agreements/blob/main/Kyokan_PP_Latest_10282020.pdf (“**Privacy Policy**”) and applies solely to all visitors, users, and others who reside in the State of California (“**consumers**” or “**you**”). This Notice has been adopted in accordance with the requirements of the California Consumer Privacy Act of 2018 (“**CCPA**”), and any terms defined in the CCPA have the same meaning when used in this notice, unless otherwise defined herein. Any other terms that are not already defined in the CCPA and are capitalized but not defined herein shall have the meaning provided in our Privacy Policy.

If there are any conflicts between this Notice and any other provision of the Privacy Policy, the policy or portion that is more protective of you shall control to the extent of such conflict.

Information Kyokan Collects

Certain of our Services collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“**Personal Information**”). In particular, our Services have collected the following categories of Personal Information from its consumers within the last twelve (12) months:

- Identifiers such as an IP address or e-mail address (“**Identifiers**”);
- Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)) such as financial information in the form of a Wallet identifier (“**California Customer Records Information**”);
- Commercial information such as records of products or services purchased, obtained or considered on Handshake (“**Commercial Information**”);
- Internet or other similar network activity such as browsing history and your interaction with the Services (“**Network Activity Information**”);
- Geolocation data such as physical location or movements (“**Geolocation Information**”); and
- Inferences drawn from other Personal Information (“**Inference Information**”).

Personal Information does not include:

- Publicly available information from government records;
- Deidentified or aggregated consumer information; and
- Information excluded from the CCPA's scope.

Kyokan obtains the categories of Personal Information described herein from the sources disclosed in our Privacy Policy described under the section entitled “What Information Does Kyokan Collect?”.

Use of Personal Information

We may use or disclose the Personal Information we collect for one or more of the business purposes listed in our Privacy Policy under the section entitled, “How does Kyokan Use the Personal Information it Receives?”. In addition, we generally will use your Personal Information in a manner as described to you when collecting your Personal Information or as otherwise set forth in the CCPA.

We will not collect additional categories of Personal Information or use the Personal Information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

We may share or disclose your Personal Information to third parties as described in our Privacy Policy under the sections entitled “How does Kyokan Use the Personal Information it Receives?” and “Will Kyokan Share Any of the Personal Information it Receives?”. When we share or disclose Personal Information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that Personal Information confidential and not use it for any purpose except performing the contract.

Sales of Personal Information

For the purposes of the CCPA, “selling” information broadly means scenarios where we have shared personal information with partners in exchange for valuable consideration. If we disclose that we may have sold Personal Information, it means that we may have received some kind of benefit to our company in return for sharing Personal Information, but not necessarily received any money in exchange. In response to a verified consumer request for categories of Personal Information “sold,” we will investigate and provide an individualized response to the consumer, and will not merely refer the consumer to our general practices outlined in this Notice unless our response would be the same for all consumers and this Notice or our Privacy Policy discloses all the information that is otherwise required for the response to such a consumer request.

In the preceding twelve (12) months, we have not sold Personal Information.

Your Rights and Choices

The CCPA provides consumers with specific rights regarding their Personal Information. This section describes your CCPA rights and explains how to exercise those rights.

Access and Data Portability Rights

You have the right to request that Kyokan disclose certain information to you about our collection and use of your Personal Information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of Personal Information we collected about you;
- The categories of sources for the Personal Information we collected about you;
- Our business or commercial purpose for collecting or selling that Personal Information;
- The categories of third parties with whom we share that Personal Information;
- The specific pieces of Personal Information we collected about you; and
- If we sold or disclosed your Personal Information for a business purpose, two separate lists disclosing:

- o sales, identifying the Personal Information categories that each category of recipient purchased; and
- o disclosures for a business purpose, identifying the Personal Information categories that each category of recipient obtained.

Erasure Rights

You have the right to request that Kyokan delete any of your Personal Information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your Personal Information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the Personal Information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;
- Debug products to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act;
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent;
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us;
- Comply with a legal obligation; or
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Your Rights

To exercise the access, data portability, and deletion rights described herein, please submit a verifiable consumer request to us at operations@kyokan.io.

Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you.

Making a verifiable consumer request does not require you to create an account with us. However, in our discretion, we may consider requests made through a password protected account sufficiently verified when the request relates to Personal Information associated with that specific account.

We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within ninety (90) days of its receipt. If we require more time (up to 180 days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your Personal Information that is readily usable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Kyokan will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your Personal Information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt-in consent, which you may revoke at any time. We do not currently provide any financial incentives.

Other California Rights

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Information to third parties for such third parties' direct marketing purposes; in order to submit such a request, please contact us at operations@kyokan.io.

Changes to Our Privacy Notice

We reserve the right to amend this Notice at our discretion and at any time. When we make changes to this Notice, we will post the updated notice on the Site or through the Services and update the Notice's effective date. **Your continued use of our Services following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have any questions or comments about this Notice or wish to exercise your rights under California law, please do not hesitate to contact us at operations@kyokan.io.