

PRIVACY POLICY

Effective as of February 24, 2017

This privacy policy (the "Privacy Policy") applies to the Nudge mobile application (the "App"), owned and operated by RFHSS LLC ("Nudge," "we," "us," or "our"). We have created this Privacy Policy to tell you what information the App collects, how we use that information, and who we will share that information with, if at all. This Privacy Policy does not address the privacy practices of any third parties that we do not own, control, or are affiliated with. Capitalized terms not defined in this Privacy Policy will have the meaning set forth in our Terms of Use. By visiting and/or using our App, you are agreeing to the terms of this Privacy Policy and the accompanying Terms of Use. We encourage you to read the Privacy Policy, and to use the information it contains to help you make informed decisions.

1. INFORMATION WE COLLECT OR RECEIVE

In the course of operating the App, we will collect and/or receive the following types of information. By downloading, installing, using, and/or providing information to or through this App, you affirmatively consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. If you do not so consent, you must decline by not accepting the accompanying Mobile App End User License Agreement and by not using the App.

- a. Personal Information. We only receive or collect information that identifies you personally if you choose to provide such personally identifiable information to us via the App or other means. When you sign up to become a user or contact us, you will be required to provide us with personal information about yourself (collectively, the "Personal Information"). Such Personal Information may include your name, age, and a short bio or self-description. We do not collect any Personal Information from you when you use the App unless you provide us with the Personal Information voluntarily.
- b. Third-party Log In. If you register or visit the App through Facebook Connect or another social media website, you are authorizing us to collect, store, and use, in accordance with this Privacy Policy, any and all information that you agreed that the social media website would provide to us through its Application Programming Interface ("API"). We do not receive or store your passwords for your social media accounts. If you sign in through the App, you are authorizing us to collect, store, and use, in accordance with this Privacy Policy, any and all information that you agreed that Nudge would provide to us through Nudge's Application Programming Interface ("API"). Such information may include, without limitation, your first and last name, Nudge username, Nudge profile picture, and a unique identifier.
- c. Geolocational Information. Certain features and functionalities of the App are based on your location. In order to provide these features and functionalities while you are using your mobile device, we may, with your consent, automatically collect geolocational information from your mobile device or wireless carrier and/or certain third-party service providers (collectively, "Geolocational Information"). Collection of such Geolocational Information occurs only when the App is running on your device. You may decline to allow us to collect such Geolocational Information, in which case we will not be able to provide certain features or functionalities to you.
- d. Other Information. In addition to the Personal Information and Geolocational Information, we may automatically collect or receive additional information regarding you and your use of the App; your

interactions with us and any advertising; and information regarding your mobile devices used to access the App (collectively, the “Other Information”). Such Other Information may include:

- i. From You. Additional information about yourself that you voluntarily provide to us, such as your gender and your product and service preferences.
- ii. From Your Activity. We may collect or receive information regarding:
 - A. IP address, which may consist of a static or dynamic IP address and will sometimes point to a specific identifiable computer or mobile device;
 - B. date and time; and
 - C. details regarding your activity on the App, such as the number of “nudges” given and received, the identities (through unique identifiers) of persons nudged, and other usage data.
- iii. About Your Mobile Device. We may collect or receive information regarding:
 - A. type of mobile device;
 - B. operating system and version (e.g., iOS, Android, etc.);
 - C. carrier; and
 - D. network type (WiFi, 3G, 4G, LTE, etc.).

2. HOW INFORMATION IS USED AND SHARED

- a. You authorize us to use the Personal Information, Payment Information, Geolocational Information, and the Other Information (collectively, the “Information”) to:
 - i. provide and improve our App;
 - ii. provide our services;
 - iii. administer our promotional programs;
 - iv. solicit your feedback; and
 - v. inform you about our products and services.
- b. In order to provide our services and administer our promotional programs, we may share the Information with third-party promotional and marketing partners, including, without limitation, businesses participating in various programs.
- c. We may engage third-party companies and individuals to perform functions on our behalf. Examples may include providing technical assistance, customer service, marketing assistance, and administration of promotional programs. These other companies will have access to the Information only as necessary to perform their functions and to the extent permitted by law.
- d. In an ongoing effort to better understand our users, the App, and our products and services, we may analyze certain Information in anonymized and aggregate form to operate, maintain, manage, and

improve the App and/or such products and services. This aggregate information does not identify you personally. We may share and/or license this aggregate data to our affiliates, agents, business and promotional partners, and other third parties. We may also disclose aggregated user statistics to describe the App and these products and services to current and prospective business partners and investors and to other third parties for other lawful purposes.

e. We may share some or all your Information with future parent companies, subsidiaries, joint ventures, or other companies under common control with us.

f. As we develop our businesses, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, sale of assets, dissolution, or similar event, the Information may be part of the transferred assets.

g. To the extent permitted by law, we may also disclose the Information:

i. when required by law, court order, or other government or law enforcement authority or regulatory agency; or

ii. whenever we believe that disclosing such Information is necessary or advisable, for example, to protect the rights, property, or safety of us or others, including you.

3. ACCESSING AND MODIFYING INFORMATION AND COMMUNICATION PREFERENCES

If you have provided us any Personal Information, you may access, remove, review, and/or make changes to the same by contacting us as set forth below. We will use commercially reasonable efforts to process such requests in a timely manner. You should be aware, however, that it is not always possible to completely remove or modify information in our databases. You cannot opt out of receiving transactional e-mails related to the App (e.g., requests for assistance, etc.).

We may also deliver notifications to your mobile device (e.g., push notifications). You can disable these notifications by deleting the relevant service or by changing the settings on your mobile device.

4. HOW WE PROTECT YOUR INFORMATION

We take commercially reasonable steps to protect the Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases or the databases of the third parties with which we may share such Information, nor can we guarantee that the Information you supply will not be intercepted while being transmitted over the Internet. In particular, e-mail sent to us may not be secure, and you should therefore take special care in deciding what information you send to us via e-mail.

5. IMPORTANT NOTICES TO NON-U.S. RESIDENTS

The App and its servers are operated in the United States and may only be used by United States residents and only while located in the United States. If you are located outside of the United States, please be aware that your Information, including your Personal Information, may be transferred to, processed, maintained, and used on computers, servers, and systems 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. If you

are located outside the United States and choose to use the App, you hereby irrevocably and unconditionally consent to such transfer, processing, and use in the United States and elsewhere.

6. APP STORES; EXTERNAL WEBSITES

Your app store (e.g., iTunes) may collect certain information in connection with your use of the App, such as Personal Information, Payment Information, Geolocational Information, and other usage-based data. We have no control over the collection of such information by a third-party app store, and any such collection or use will be subject to that third party's applicable privacy policies.

The App may contain links to third-party websites. We have no control over the privacy practices or the content of these websites. As such, we are not responsible for the content or the privacy policies of those third-party websites. You should check the applicable third-party privacy policy and terms of use when visiting any other websites.

7. CHILDREN

The App is not directed to and may not be used by children under the age of 13. We adhere to the Children's Online Privacy Protection Act (COPPA) and will not knowingly collect Personal Information from any child under the age of 13. If a child under the age of 13 nevertheless uses the App without permission and provides us with Personal Information, a parent or guardian of that child may contact us by email at privacy@simplynudge.com and request that such information be deleted from our records.

8. CALIFORNIA PRIVACY RIGHTS

Under California Civil Code Section 1798.83, California residents who have an established business relationship with us may choose to opt out of our sharing their contact information with third parties for direct marketing purposes. If you are a California resident covered by this statute and you wish to opt out, please send an e-mail to privacy@simplynudge.com.

9. CHANGES TO THIS PRIVACY POLICY

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. We may change this Privacy Policy from time to time. Any such changes will be posted on the App. By accessing the App after we make any such changes to this Privacy Policy, you are deemed to have accepted such changes. Please be aware that, to the extent permitted by applicable law, our use of the Information is governed by the Privacy Policy in effect at the time we collect the Information. Please refer back to this Privacy Policy on a regular basis.

10. HOW TO CONTACT US

If you have questions about this Privacy Policy, please e-mail us at privacy@simplynudge.com with "Privacy Policy" in the subject line or mail us at the following address: 417 Woodland Avenue, Lexington, Kentucky 40508.