

Konviv's Privacy Policy

I. General

Konviv, Inc. ("Konviv", "we", "us", and/or "our") takes protection of your personal information seriously. This privacy policy (the "Privacy Policy" or the "Policy") is intended to provide information to our users ("you", "your") about how we collect, protect, share, and use your information as part of the Services provided. Please be sure to read this entire Privacy Policy before using or submitting information through the Services. By using or submitting information through the Services, you are indicating that you agree to be bound by the terms of this Privacy Policy and the Terms of Service. This Privacy Policy is incorporated into **Konviv Terms of Service**. Any capitalized term not defined in this Policy shall have the meaning given to it in Konviv's Terms of Service. This Privacy Policy covers the privacy practices of Konviv only and does not apply to the practices of third party websites, services or applications, including third parties with which we partner. These third party services are governed by each such third party's privacy policy. Konviv is not responsible for the privacy policies and practices of technology platforms other than that of its own, and Konviv is not responsible for the failure of unaffiliated third parties to honor their privacy obligations.

This Privacy Policy outlines how and when we collect, protect, share, and use information that can identify you individually, such as your name, email address, telephone number, or financial information (such as account numbers, online credentials, account information, or debit/credit card numbers), or Transaction Information for Designated Account(s) (collectively, "Personal Information"). Personal Information does not include information that is anonymous, aggregated, or can no longer be used to identify you as an individual.

II. What Personal Data is Collected?

When you use our Services, we collect Personal Information and other information from you, as further described below:

A. Personal Information That You Provide Through the Services.

We collect Personal Information from you when you provide such information, such as when you create your Konviv Account, view Content, contact us with inquiries, respond to one of our surveys, or use the Services. If you sign up for the Services, you will be asked to provide Personal Information such as your first and last name, email address, mobile device number or other text message address, Designated Account(s) information, and other information that identifies you.

B. Information Automatically Collected.

1. Site Usage Information

Konviv may use a variety of technologies that passively or automatically collect information about how the Services are accessed and used, including, but not limited to, your browser type, mobile device type, operating system, application version, the pages served to you, location preferences, the time you browse, preceding page views, and your use of particular features of the Services. This statistical data helps us understand what is interesting and relevant to users of the Services so that we can best tailor Content to you.

2. Device Identifiers

Konviv may use a variety of technologies that passively or automatically collect information, such as an IP address or other unique identifier for the computer, mobile technology or other device (collectively the “Device”) you use to access the Services. A “Device Identifier” is a number that is automatically assigned to your Device when you access a website or its servers, and our computers identify your Device by its Device Identifier.

We may use a Device Identifier to, among other things, administer the Services, help diagnose problems with our servers, analyze trends, track users’ web page movements, monitor against theft and fraud, and gather broad demographic information for aggregate use. If you access the Services on a mobile Device, we may request access to settings and location information for similar purposes and to personalize your experience with the Services. Most mobile devices allow you to turn off location services or push notifications. Please note that if you choose not to provide us with your location information, you may not be able to use all of the features of the Services.

3. Session Trackers

In operating the Services, we may use cookies and similar session tracking technologies (“Session Trackers”). Session Trackers help provide additional functionality to the Services, customize users’ experiences with the Services and help us analyze Service usage more accurately for research and product development purposes. We (including third parties that we work with) may place Session Trackers on your Device for security purposes, to facilitate navigation of the Services, and to personalize your experience while using the Services provided.

If you would prefer not to accept Session Trackers when using the Services, follow the instructions provided by your web or mobile browser (usually located within the “Help”, “Tools” or “Edit” facility) to modify your Session Tracker settings. Please note that if you disable Session Trackers, you may not be able to access certain parts of our Services and other parts of our Services may not work properly. As a result, we recommend that you leave Session Trackers turned on when accessing the Services because they allow you to take advantage of some of the Services’ features.

4. Tag Managers

In addition to Session Trackers, we may use tag managers, such as web beacons or other similar tools which indicate whether a page or email has been viewed or tell your browser to get content from another server. We use these tools to, among other things, measure traffic to or from, related browsing behavior, and to improve your experience when using the Services. We may also use customized links or other similar technologies to track hyperlinks that you click and associate that information with your Personal Information in order to provide you with more focused communications.

5. Non-Personal Information

We may modify and combine Personal Information in a manner that does not personally identify you or any other individual and thus, no longer constitutes “Personal Information”. We may use this non-Personal Information, such as aggregate user statistics, demographic information, and usage information, for any lawful purpose.

C. Information Collected from Third Parties.

We may receive information about you from third parties. For example, the Services may include features from social media platforms such as Facebook, and we may enable you to register or log-in to the Services through a social media platform. These features use Session Trackers to collect information about your IP address, and your use of the Services. Your interactions with those features are governed by the terms of use and privacy policies of the companies that provide them.

As another example, we use Plaid Technologies, Inc. (“Plaid”) to gather your data from financial institutions. By using the Services, you grant us and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy located at <https://plaid.com/legal>.

We may also receive Personal Information about you from third parties, such as financial data vendors, to evaluate your eligibility for a financial product, to enhance our ability to tailor our services to you, or for other reasons. If we combine such data with information we collect through the Services, such information is subject to this Privacy Policy unless we have disclosed otherwise.

III. How We Use Your Information

A. In general.

Konviv may use the information we collection for a variety of purposes relating to our operations and your use of the Services. We may combine information about you that we collect via the internet, mobile applications, and from third-party sources.

For example, Konviv may use your Personal Information in the following situations:

- Respond to your requests;
- Improve the appearance and usefulness of our Services and Content;
- Track your use of the Services for internal analysis;
- Improve our outreach to you and our other users;
- Notify you of updates and other changes to the Services;
- Assess your eligibility for a financial product;
- Configure your Konviv Account settings;
- Communicate with you about your Konviv Account and use of the Services;
- Run your Transactions through machine learning tools to produce relevant insights and improve the Services;
- Provide you with the opportunity to review our Services; and
- Monitor against theft and fraud.

B. Using your Personal Information for Marketing or Promotional Purposes.

1. Email Communications

We may use your Personal Information to provide you with our newsletter and marketing or other promotional communications via email. If at any time you would like to stop receiving these communications, you may follow the opt-out instructions contained in any such email. Please note that by opting out, you may prohibit Konviv from informing you of offerings that may be of interest to you. It may take up to ten (10) Business Days for us to process opt-out requests. If you opt-out of receiving emails or promotions from us, we still may send you emails about your Konviv Account or any products or services you have requested or received from us, or for other customer service purposes.

2. Communications to your mobile device via App Alerts

We may use your Personal Information to provide you with marketing or other promotional communications to your mobile device via App Alerts. If at any time you would like to stop receiving these communications, you may contact us via Konviv's Contact page located at <http://www.konviv.com/contact/>. Please include "App Alerts" in the subject line. It may take up to ten (10) Business Days for us to process opt-out requests. If you opt-out of receiving promotions via App Alerts from us, we still may send you App Alerts about your Konviv Account or any products or services you have requested or received from us, or for other customer service purposes.

3. Communications to your mobile device number via SMS/Text Messages

We may use your Personal Information to provide you with marketing or other promotional communications to your mobile device number via SMS/Text Messages. If at any time you would like to stop receiving promotional SMS/Text Messages, you may opt-out by following instructions contained in such SMS/Text Messages. If you need any assistance, you can always contact us via Konviv's Contact page located at <http://www.konviv.com/contact/>. Please include "SMS/Text Messages" in the subject line. Please note that by opting out, you may prohibit Konviv from informing you of offerings that may be of interest to you. If you opt-out of receiving promotions via SMS/Text Messages from us, we still may send you SMS/Text Messages about your Konviv Account or any products or services you have requested or received from us, or for other customer service purposes.

IV. How and When We Disclose the Personal Information Collected

Except as provided herein, Konviv will not sell, rent or otherwise disclose Personal Information about you to third parties.

A. Third Party Service Providers.

We may share your Personal Information with unaffiliated third parties that provide certain services to us, including, but not limited to, data analysis, payment processing, and risk management. These third parties may have access to Personal Information or non-Personal Information in order to perform their functions on our behalf. However, these third parties are only permitted to use your Personal Information for the purpose for which it has been provided or to administer, service, or process transactions that you have authorized, and may not disclose it to any other third party except at our express direction and in accordance with this Policy.

We do not share your Personal Information with: (1) other financial companies for joint marketing purposes; (2) affiliated companies for their everyday business purposes; or (3) any third parties so that they can market to you.

B. Business Transfers.

As our business continues to progress, we may sell or purchase assets. If another entity acquires us or our assets, or assets related to the Services, Personal Information, information about how the Services are accessed and used, and any other information that we have collected about the users of the Services may be disclosed to such entity as one of the transferred assets. Also if any bankruptcy or reorganization proceeding is brought by or against us, all such information may be considered an asset of ours and as such may be sold or transferred to third parties.

C. Legal Disclosures.

Konviv may transfer and disclose information, including your Personal Information, information about how the Services are accessed and used, and information from our service providers, to third parties to comply with a legal obligation; when we believe in good faith that the law requires it; at the request of governmental authorities conducting an investigation; to verify or enforce our Terms of Service or other applicable policies; to respond to an emergency; or otherwise to protect the rights, property, safety or security of third parties, visitors to our Services, or the public.

D. With Your Permission.

At your direction or request, we may share your Personal Information with specified third parties.

V. Your Privacy Rights and Information Retention

If you wish to modify, verify, correct, delete, or update any of your Personal Information collected through the Services, you may contact us via Konviv's Contact page located at <http://www.konviv.com/contact/>. Please include "Personal Information Request" in the subject line.

In accordance with our routine record keeping, we may delete certain records that contain Personal Information you have submitted through the Services. We are under no obligation to store such Personal Information indefinitely and disclaim any liability arising out of, or related to, the destruction of such Personal Information. In addition, you should be aware that it is not always possible to completely remove or delete all of your information from our databases without some residual data because of backups and other reasons.

We will retain your Personal Information as long as your Konviv Account has not been canceled, or as needed to provide you Services, comply with our legal obligations, resolve disputes, or enforce our agreements. A Konviv Account will be considered "canceled" if you affirmatively request that we cancel your Konviv Account by contacting us via Konviv's Contact page located at <http://www.konviv.com/contact/> or if we cancel your Konviv Account. Please review the Terms of Service for more detail concerning the cancellation of your Konviv Account. We may erase your Konviv Account from our database within thirty (30) Business Days of cancellation.

VI. Security of Your Personal Information

Konviv has, and requires our third-party service providers that receive Personal Information from us to have, a comprehensive written information security program that contains administrative, technical, and physical safeguards for our respective physical facilities and in our respective computer systems, databases, and communications networks that are reasonably designed to protect information contained within such systems from loss, misuse, or alteration. When your

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bank account information is transmitted via our Services, it will be protected by encryption technology, such as Secure Sockets Layer (SSL).

No electronic data transmission or storage of information can be guaranteed to be 100% secure. Please note that we cannot ensure or warrant the security of any information that you transmit to us. You use the Services and provide us with your Personal Information at your own risk.

You need to prevent unauthorized access to your Account and Personal Information by implementing and protecting your Device password appropriately and limiting access to your Device. You are responsible for maintaining the security of your Konviv Account username and password. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of your Konviv Account has been compromised), you must immediately contact us via Konviv's Contact page located at <http://www.konviv.com/contact/>. Please include "Unauthorized Access" in the subject line.

VII. Links to Third-Party Websites

When you use our Services, you may be directed to other websites that are beyond our control. We may also allow third-party websites or applications to link to our Services. We are not responsible for the privacy practices of any third parties or the content of linked websites, but we do encourage you to read the applicable privacy policies and terms and conditions of such parties and websites. This Privacy Policy only applies to our Services.

VIII. Information You Share Socially

Our Services may allow you to connect and share your actions, comments, content, and information publicly or with friends. We are not responsible for maintaining the confidentiality of any information you share publicly or with friends.

Our Services may also allow you to connect with us on, share on, and use third-party websites, applications, and services. Please be mindful of your personal privacy needs and the privacy needs of others, as you choose whom to connect with and what to share and make public. We cannot control the privacy or security of information you choose to make public or share with others. We also do not control the privacy practices of third parties. Please contact those sites and services directly if you want to learn about their privacy practices.

IX. Children Under 13

The Services are not directed to children under 13 years of age and we do not knowingly collect Personal Information from children under 13. If we become aware that a child under 13 has

provided us with Personal Information, we will make reasonable efforts to delete such information from our files.

X. California Residents

A. California Privacy Rights.

California law provides California residents the right to request from us: 1. a list of the categories of Personal Information we have disclosed to third parties for direct marketing purposes; and 2. the names and addresses of all such third parties. If you would like to request this information, you may contact us via Konviv's Contact page located at <http://www.konviv.com/contact/>. Please include the "California Privacy Rights" in the subject line. In your request, please specify that you want a "Your Konviv California Privacy Rights Notice". Please allow 30 Business Days for a response.

B. California Do-Not-Track Disclosures.

Konviv does not track you across third party websites to provide targeted advertising and therefore does not respond to Do Not Track ("DNT") signals. Nor do we knowingly authorize third parties to conduct online tracking through our Services.

XI. Consent to Processing and Transferring Information

The Services are governed by and operated in, and in accordance with the laws of the United States and are intended for the enjoyment of United States residents. If you use the Services, or otherwise provide us with data, from outside the United States, you acknowledge and agree that your Personal Information may be transmitted outside your resident jurisdiction. In particular, please note that your Personal Information may be stored and processed in the United States. The laws pertaining to the collection, use, disclosure and protection of Personal Information in the United States may be more or less stringent than the laws of other countries. By using the Services, you:

- Acknowledge that the Services are subject to the laws of the United States;
- Consent to your Personal Information being stored and processed in the United States and handled as described in this Policy; and
- Waive any claims that may arise under the laws of the country where you reside, are a citizen, and/or from where you access the Services.

XII. Changes to Our Privacy Policy

Subject to applicable law, we may revise this Privacy Policy at any time and in our sole discretion. When we revise this Privacy Policy, we will post the revised version via our Services and will update the date at the top of this Privacy Policy. The revised Privacy Policy will be

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effective upon posting via our Services, unless otherwise set forth therein or as otherwise required by applicable law. You are free to decide whether or not to accept a revised version of this Privacy Policy, but accepting this Privacy Policy, as revised, is required for you to continue accessing or using our Services. If you do not agree to the terms of this Privacy Policy or any revised version of this Privacy Policy, your sole recourse is to terminate your access and use of our Services. Except as otherwise expressly stated by us, your access and use of our Services is subject to the version of this Privacy Policy in effect at the time of access or use.

This Policy is the sole authorized statement of Konviv's practices with respect to the collection of Personal Information and the subsequent use and disclosure of such information. Any summaries of this Policy generated by third party software or otherwise shall have no legal effect, are in no way binding upon Konviv, shall not be relied upon in substitute for this Policy, and neither supersede nor modify this Policy.

XIII. Questions about Konviv's Privacy Policy

If you have any questions or concerns about Konviv's Privacy Policy, please contact us via Konviv's Contact page located at <http://www.konviv.com/contact/>, or by U.S. Mail at Konviv, Inc., 2150 Shattuck Avenue, Penthouse, Berkeley, CA 94704.