**Buzzvil Privacy Policy**

Buzzvil Co., Ltd. (Hereinafter referred to as “the Company”) takes personal information of users very seriously. This Privacy Policy details the main privacy policies that apply to data that the Company collects through Buzzvil’s advertising network business (“Service”).

Through this Privacy Policy (the “Policy”), the Company regards personal information of the users as important and inform them of the purpose and method of Company’s using the personal information provided by the users and the measures taken by the Company for protection of those personal information.

This Policy will be effective on the 25th day of May, 2018 and, in case of modification thereof, the Company will make public notice of it through posting it on the bulletin board of Company’s website or individual notice through sending mails, fax or e-mails.

**1. About Buzzvil services**

Buzzvil offers online advertising network services. We provide personalized ads to mobile users of our partnered publishers on mobile apps or websites for our advertisers.

**2. Data collection and collection methods**

The Company does not collect or store personal information that may directly identify a specific individual, such as name, contact, email, date of birth, or health status.

The Company automatically collects the following anonymous data in the process of using the Service to achieve the purposes of Article 3.

– Device identification values and IP addresses defined as non-personal information such as Google Advertising ID (GAID), Android ID, Advertiser Identifier (IDFA), Vendor Identifier (IDFV), etc.

– Locale, language, device manufacturer, device name, communication carrier, OS version, user agent, list of installed apps (the applications and/or processes which are installed or run on your device while the partner app is active or inactive) etc.

– User information provided by partner companies such as User ID.

**3. Purpose of data collection**

The Company uses the collected data for the following purposes:

① Member management, identification and delivering service: We use the IP address assigned to your device to send you requested such as your point information. We use unique identifiers of your device to help us authenticate you as the person who should have access to your Buzzvil Account

② Ad serving: We publish personalized, interest-based ads based on individual interests, preferences, etc., and to analyze the effectiveness of advertising.

③ Customer Support: We respond to customer support requests and help resolve any customer support issues that may arise.

④ Frequency capping: We limit the number of times ads are shown (to prevent you from seeing the same ad multiple times)

⑤ Conversion tracking (allowing you to receive points for participating in ads)

⑥ Fraud Detection and Prevention: We identify invalid clicks (or ad queries) to protect BuzzScreen, Advertisers and Advertising Demand Partners from fraudulent behavior.

⑦ Performance measurement and service fee settlement: We report performance of contracts and settle service fee regarding provisions of services demanded by the users

⑧ Notification: We make notice of function of company sites or applications or matters on policy change

⑨ Marketing activities: We provide information on promotional events as well as opportunity to participate

⑩ Legal Necessity, To comply with applicable laws or legal obligation

⑪ Use of information with the prior consent of the users (for example, utilization of marketing advertisement)

⑫ Improvement of existing services and development of new services

The Company agrees that it will obtain consent from the users if the Company desires to use the information other than those expressly stated in this Policy.

**4. Cookie, Beacons and Similar Technologies**

The Company may collect collective and impersonal information through ‘cookies’ or ‘web beacons’.

Cookies are very small text files to be sent to the browser of the users by the server used for an operation of the websites of the Company and will be stored in hard-disks of the users’ computer. A web beacon is a small quantity of code which exists on the websites and e-mails.

By using web beacons, we may know whether a user has interacted with certain webs or the contents of an email. These functions are used for evaluating, improving services and setting-up users’ experiences so that much-improved services can be provided by the Company to the users.

**5. Your Privacy Controls**

European Economic Area, the United Kingdom, and Switzerland

If you are located in the European Economic Area, the United Kingdom, or Switzerland, publishers who would like us to serve you personalized ads must first obtain your consent so that Buzzvil and our partners can process your personal data for this purpose. If you provide your consent, we will collect, use, share, and otherwise process all of the personal data described above for the purpose of serving you personalized advertising that Buzzvil and our partners believe is most relevant to you.

If you decide that you do not want a personalized advertising experience, we will not process your personal data for this purpose. For example, we will not collect, use, or share your iOS Identifier for Advertising or Android Advertising Identifier, your precise location data, or your demographic or interest information. However, we can still serve you contextual ads that are targeted to the content or type of app you are using.

You can withdraw your consent to our personalized lockscreen content experience at any time.

Publishers may provide a way for you to withdraw your consent to BuzzScreen Policy directly from within an app. If you withdraw your consent from within an app, we will no longer collect, use, share, or otherwise process personal data from that app to personalize your advertising experience.

Even if you do not consent to a personalized advertising experience, or you later withdraw such consent, we will still process your personal data when necessary to comply with law or to support our legitimate interests, as described below.

We will process personal data as necessary to comply with the law. For example, we will collect your IP address to perform a lookup of your country so that we know whether you are located in the European Economic Area, the United Kingdom, or Switzerland, but we will truncate your IP address before we process it for this purpose.

The United States and Other Countries

Opt-Out: If you are located in the United States or another country outside the European Economic Area, the United Kingdom, and Switzerland, you can opt out of receiving personalized advertising by using your applicable device settings:

On iOS, you may opt out by enabling the “Limit Ad Tracking” setting.

On Android devices, you may opt out by enabling the “Opt out of Ads Personalization” setting.

**6. Sharing your information**

We work with Publisher Partners, Advertising Demand Partners, Supported Advertising Mediation Partners, Data Partners, and Fraud and Measurement Partners (collectively, “Buzzvil Partners”) in order to provide the Buzzvil Services. Unless otherwise noted in our partner list, Buzzvil Partners are each independent controllers of your data. We will provide the current list of Buzzvil Partners with whom we share your data upon request.

In principle, the Company will not share user information to third parties without prior consent. However, we may share data to provide service and comply for the following cases.

– To serve personalized ads from Advertising Demand Partners  
  
– To share aggregated ad performance measurement with advertisers and publishers, process settlement, detect fraudulent activities and manage customer CS response

– In the case of requests from investigative agencies in accordance with procedures and methods set forth in the Act for investigation purposes

– Other cases where the user gives prior consent for sharing his or her personal information

**7. Data security and storage**

The Company takes the security of customer information very seriously. The Company maintains data security through industry-standard security measures, including firewalls and encryption, and keeps data for a period that meets the following requirements:

– To complete the customer support service provided

– To comply with applicable legal and regulatory obligations

– To prevent abuse and use of unauthorized services

– To prevent other disputes, and disputes between users

The company constructs the following security measures to protect the users’ personal information from any unauthorized access, release, use or modification:

– Transmit users’ personal information by using encrypted communication zone

– Store important information such as passwords after encrypting it

– Install a system in the zone the external access to which is controlled so as to prevent leakage or damage of users’ personal information by hacking or computer virus

– Establish and execute internal management plan

– Operate access control system

– Take measures to prevent forging or alteration of access record

**8. Global operation and Privacy Shield**

We base our services on AWS solutions, which has already obtained approval from EU data protection authorities, known as the Article 29 Working Party, of the AWS Data Processing Addendum and Model Clauses to enable transfer of data outside Europe, including to the U.S.

**9. Users’ right to access**

The users or their legal representatives, as main agents of the information, may exercise the following options regarding the collection, use and sharing of personal information by the Company:

– Exercise right to access to personal information

– Make corrections or deletion

– Make temporary suspension of treatment of personal information

– Request the withdrawal of their consent provided before

If, in order to exercise the above options, you, as an user, contact the Company by using representative telephone or sending a document or e-mails, or using telephone to the responsible department (or person in charge of management of personal information), the Company will take measures without delay: Provided that the Company may reject the request of you only to the extent that there exists either proper cause as prescribed in the laws or equivalent cause.

If you are located in the European Economic Area, the United Kingdom, or Switzerland, and withdraw your consent, we will also inform our current partners with whom we have shared the data of your withdrawal or opt-out so that they, as independent controllers of your personal data, can also respect your choice. Our partners may also have separate legal bases for collecting, using, retaining, and sharing your personal data.

**10. Protection of personal information of children**

In principle, the Company does not collect any information from the children under 13 or equivalent minimum age as prescribed in the laws in the relevant jurisdiction. The website, products, and services of the Company are the ones to be provided to ordinary people, in principle. The Company does not intentionally collect any personal information from children.

If you are located in the European Economic Area, the United Kingdom, or Switzerland, you must be at least 16 years of age to consent to personalized advertising experience. We do not collect or otherwise process personal data from individuals in the European Economic Area, the United Kingdom, and Switzerland whom it knows to be under 16 years of age, except for compliance with a legal obligation and pursuit of a legitimate interest.  
  
We do not knowingly collect, maintain, or use Personal Information from children under 16 years of age, and no part of the Service is directed to children under the age of 16. If you learn that your child has provided us with personal information without your consent, then you may alert us at

[dpo@buzzvil.com](mailto:dpo@buzzvil.com). If we learn that we have collected any Personal Information from children under 16, then we will promptly take steps to delete such information.

**11. Data Protection Officer**

To communicate with our Data Protection Officer, please email [dpo@buzzvil.com](mailto:dpo@buzzvil.com).

**12. Changes to Privacy Policy**

The Company may change its Policy for a variety of reasons, such as improving your personal information processing procedures, reflecting changes to company services, or complying with applicable laws. If the Company changes its Policy, we will notify you using the Service or any other reasonable means.

**13. Other important information**

① Data transmission: Considering it engages in global businesses, the Company may provide the users’ personal information to the companies located in other countries for the purpose as expressly stated in this Policy. For the places where the personal information is transmitted, retained or processed, the Company takes reasonable measures for protecting that personal information.

② 3rd party’s sites and services: The website, product or service of the Company may include the links to the ones of a 3rd party and the privacy protection policy of the site of the 3rd party may be different. Thus, it is required for the users to check additionally that policy of a 3rd party site linked to the site of the Company.

**14. Responsible department of Company**

The Company designates the following department and person in charge of personal information in order to protect the personal information of customers and deal with complaints from customers:

E-mail: [support@buzzvil.com](mailto:support@buzzvil.com)

Mail: 3rd Floor, Daelim Building, 272 Seokchon Lake, Songpa-gu, Seoul, Korea

When we receive formal written complaints, we respond by contacting the person who made the complaint. We work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of your data that we cannot resolve with you directly.

Application date: May 25th, 2018

I. ABOUT THIS AGREEMENT

The following terms and conditions govern download and use of the Honeyscreen smartphone and mobile device application (“Honeyscreen” thereafter). Honeyscreen is owned and operated by Buzzvil Co., ltd, a company duly organized and validly existing under the laws of Republic of Korea (“Company” thereafter).

II. DEFINITION OF TERMS

① “Service” means mobile advertising service from which Users can earn points or read content in return for providing advertising slots in 1st screen of device (including smartphone, tablet, PC, and so on).

② “User” means an individual or a entity that signs up and uses Service provided by Company.

③ “Advertiser” means an individual or a company that orders advertising campaigns which will be expressed through Honeyscreen.

④ “Point (or Reward)” means a virtual currency that can be redeemed to purchase Store Items that Company or partner provides under rules and principles that Company defined.

⑤ “Account” means an e-mail address that is used for User identification and Service operation, which is selected by User and approved by Company.

⑥ “Store Item” means service or benefit that Users can use his or her Point on, which is provided directly by Company or indirectly by 3rd parties via partnership of Company.

⑦ “Trial User” means interim User who did not go through official sign-up process that Honeyscreen defined. Trial User is partially limited to use Honeyscreen.

III. CHANGE OF AGREEMENT

① Company reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on his or her use of Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. User’s continued use of Service will be deemed acceptance thereof.

② Company shall notify any modification in this Agreement using below methods.

1. Service website ([http://www.honeyscreen.com](http://www.honeyscreen.com/))

2. E-mail

3. SMS

4. Other Methods that Company selected

IV. ENROLLMENT INTO SERVICE

① Service is enrolled and Agreement starts to take effect when User agrees on this Agreement and Privacy & Policy and signs up Service and when Company accepts enrollment.

② User shall input valid information (valid mobile phone-number, e-mail, etc.) when signing-up and in case that user inputs invalid information, access to Service or scope of benefit of Service can be limited.

③ Children under the age of 13, or equivalent minimum age in the relevant jurisdiction, are not permitted to sign up Service, unless their parent provided verifiable consent.

④ Upon Clause 1, Company can require personal verification process including, but not limited to mobile phone number verification.

⑤ Company can provide advertising or Service-related information via e-mail or SMS for better service operation. In case that user does not want, he or she can refuse to receive the information via request.

V. CHANGE IN USER INFORMATION

① User can change User information via profile change tab in Service. However, User cannot change unique devicer identifier, ID, etc.

② User shall update information in case that personal information changes. All responsibility that occurs from late update of information rests on User.

VI. TERMINATION OF SERVICE

① User can terminate Service whenever he or she wants.

② When below cases are confirmed, Company can terminate Service without prior notice and User cannot claim any rights on Service and will be prohibitted to re-enroll thereafter.

1. When User registers with invalid information in sign-up process

2. When User intentionally or inadvertently earns Point in the way that Company prohibitted or in abusive way

3. When User breaches intellectual property rights of Company or Service

4. When User illegitimately hinders other User from using Service

5. When User jeopardizes security or reliability of Service

VII. POINT AFTER TERMINATION

① When User terminates Service, remaining Point that User has automatically perishes permanently and User is prohibitted to re-enroll within 7 days.

② In case that User terminates Service in Article 6.2, remaining Point that User has automatically perishes permanantly and User is prohibitted to re-enroll thereafter.

VIII. CHANGE OR SUSPENSION OF SERVICE

① Company can change Service under reasonable judgement on content, quality, or technical requirements.

② Company can suspend Service when it is deemed to be inappropriate to continue Service.

③ When Company change or suspend Service, Company shall notify Users via SMS or announcement in Webpage.

IX. POINT ACCUMULATION

① User can accumulate Point when User see and make actions required from Advertiser that is shown via device. Advertisement can target User with specific profile.

② User can check the Point accumulated in “Point History” tab.

③ In case that there is discrepancy in the amount of Point between server and application client, amount in Server is deemed as right amount and Company shall not compensate the difference of amount due to sync error.

④ All tax and fees related to Point accumulation and redemption rests on User.

⑤ User cannot transfer Point to other User unless it is approved by Company with legitimate process.

X. CHANGE, CANCELLATION OR EXPIRATION OF POINT

① In case that there occurs error in Point accumulation, User shall request change within 90 days from the day when error occurs, and Company shall accept or reject request within 90 days from User request.

② Company plays a role to operate and manage Point that Advertiser provides to Company. Therefore, Point accumulation can be cancelled when there is problem in transaction between Company and Advertiser and all the responsibility from this problem rests on Advertiser.

③ In case that User does not use Service for 3 months in a row, Point that User accumulated can be expired.

XI. ACCOUNT

① As a registered User of the Service, User may establish Account. Don’t reveal Account information to anyone else. User is solely responsible for maintaining the confidentiality and security of his or her Account and for all activities that occur on or through his or her Account, and User agrees to immediately notify Buzzvil of any security breach of Account. Buzzvil shall not be responsible for any losses arising out of the unauthorized use of User’s Account.

XII. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

① BUZZVIL DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND USER AGREES THAT FROM TIME TO TIME BUZZVIL MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO USER.

② BUZZVIL SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY USER IN CONNECTION WITH THE SERVICE, BUT USER AGREES THAT HIS OR HER SUBMISSION OF SUCH INFORMATION IS AT HIS OR HER SOLE RISK, AND BUZZVIL HEREBY DISCLAIMS ANY AND ALL LIABILITY TO USER FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

③ BUZZVIL DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND BUZZVIL DISCLAIMS ANY LIABILITY RELATING THERETO.

XIII. USAGE RULES

User shall not intentionally or inadvertently act as below.

1. Registration of invalid information using the Service

2. Breach of intellectual property of Company or 3rd party engaged in the Service

3. Jeopardization of security or reliability of the Service

4. Harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions

5. Modification of the software that is provided by Buzzvil to access the Service in any manner or form, or use of modified versions of the software, for any purposes including obtaining unauthorised access to the Service.

6. No access or attempt to access an Account that User is not authorised to access.

XIV. TRIAL LOGIN

① User can use the Service without sign-up procress via Trial mode login.

② Trial User can participate in the advertisement that the Service provides.

③ Trial User can accumulate point without limitation.

④ Trial User cannot redeem point to Store Item. He or She shall change Account status to normal User.

⑤ In case that User has Account with same device or phone number, Point that Trial User accumulate shall not be transferred.

⑥ In case that User delete Honeyscreen from device during Trial Login period, Point that Trial User accumulate shall perish automatically.

XV. INTELLECTUAL PROPERTY

① User agrees that the Service, including but not limited to Honeyscreen, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Service, contains proprietary information and material that is owned by Buzzvil and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. User agrees that he or she will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms. User agrees not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service in any manner, and User shall not exploit the Service in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

② Notwithstanding any other provision of this Agreement, Buzzvil and its licensors reserve the right to change, suspend, remove, or disable access to any Honeyscreen, content, or other materials comprising a part of the Service at any time without notice. In no event will Buzzvil be liable for making these changes. Buzzvil may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability.

③ All copyrights in and to the Service (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by Buzzvil and/or its licensors, who reserve all their rights in law and equity. THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT USER TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

④ Buzzvil, the Buzzvil logo, Honeyscreen, and other Buzzvil trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Buzzvil. in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. User is granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

XVI. DISCONTINUATION OF SERVICE

① In case that Company discontinues the Service, Company will notify 3 months in advance from the day when Company decides to discontinue.

② User needs to redeem Point up before the day that Company discontinues the Service. The remaining Point after discontinuation of the Service perishes automatically.

XVII. GOVERNING LAW & ARBITRATION

① All transactions on the Service are governed by law, without giving effect to its conflict of law provisions. User’s use of the Service may also be subject to other laws. User expressly agrees that exclusive jurisdiction for any claim or dispute with the Service or relating in any way to his or her use of the Service resides in the courts of the Republic of Korea. No employee or agent has the authority to vary this Agreement.

XVIII. THIRD-PARTY MATERIALS

① Certain content, products, and services available via Service may include materials from third parties. Honeyscreen may provide links to third-party websites as a convenience to User. User agrees that Honey is not responsible for examining or evaluating the content or accuracy and Honeyscreen does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of 3rd parties. User agrees that he or she will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that Service is not in any way responsible for any such use by User.

XIX. PRIVACY POLICY

① The Service is subject to Buzzvil’s Privacy Policy that User can easily check via Website ([http://www.honeyscreen.com](http://www.honeyscreen.com/))