

## Privacy Policy

Effective Date: April 15, 2020

Nepjun ("Nepjun," "we," "us," or "our"), is committed to protecting your privacy. This Privacy Policy ("Policy") explains how we collect, use, disclose and protect Personal Information (as it is defined below) of our customers and users. It applies to all Personal Information collected by us on [www.nepjun.com](http://www.nepjun.com) (the "Site"), the Nepjun mobile application, and any other website or mobile application that links to this Policy, as well as during any written, electronic, and oral communications (collectively, the "Services"). Nepjun may collect Personal Information to help you place and receive orders and to improve the Nepjun service.

Your access to and use of our Services are subject to our Terms and Conditions, which define some of the terms used throughout this Policy. Please make sure that you have carefully read and understand the Terms and Conditions before you use our Services. By using our Services, you accept the Terms and Conditions, and accept our privacy practices described in this Policy. If you do not feel comfortable with any part of this Policy or our Terms and Conditions, you must not use or access our Services.

The Company may use a network of independent third-party contractors ("Runners") who provide delivery services to our users and food service providers. Runners should refer to the Runner Privacy Statement for information on how Nepjun collects and uses Runners' Personal Information.

Our Services may change from time to time. As a result, we reserve the right to update or modify this Policy at any time and from time to time without prior notice. If we make any material changes to the way we process your Personal Information, we will notify you before such changes are effective. If you object to any changes you must cease using our Services. We recommend you review this Policy periodically. This Policy became effective on the date indicated at the top of this page. Your continued use of our Services after any changes or revisions to this Policy indicates your agreement to the terms of the revised Policy.

### 1. Collection of Personal Information

When you use our Services, we may collect or receive Personal Information about you to provide our services and operate our business. The types of Personal Information that we may collect about you are:

#### a. Information You Provide to Us Directly

You may provide your Personal Information to us when you use our Services, including when you register with Nepjun, search within or place orders through our Services, contact us with inquiries, respond to surveys, or otherwise access our Services. This information may include:

**User Profile** – We collect profile associated with your Customer Nepjun account. This includes information such as name, email address, delivery address, and phone number.

**Order Details** – When you place an order through our Services we collect information related to that order. This may include information such as items purchased, special instructions, date and time of order, and subtotal.

**Payment Information** – Payment information is collected such as bank name and payment method.

**Surveys** – From time-to-time, we invite our customers and users to participate in surveys or contests. When a customer or a user participates, we request certain Personal Information such as name and email address.

#### b. Information Received From You as Part of Your Communications

When you use our Services (for example on our Site), complete electronic forms, communicate with Runners or contact us, by online chat, email, phone or text, we may automatically collect and store certain information about you and the activity you engaged in, for example: your name and contact information; your order details; information that you voluntarily provide to us; the nature of your communication; the purpose of the interaction, and the action we took in response to your inquiry or request.

#### c. Information Collected Automatically

We also may receive and store certain information about you and your device(s) automatically when you access or use our Site and Services. This information may include:

**Technical Information** – We collect technical information associated with your activity on our Site and may include information related to your browser and operating system, IP address (the Internet address of your computer) unique device identifiers, and other information such as your device type. We use such information for diagnostic and statistical purposes and to administer our Services.

**Site Usage Information** – We collect information to better understand customer traffic patterns and Site usage. This may include the webpage that you were visiting before accessing our Site or mobile application, the pages or features of our Site or mobile application you browsed to inform us which part of our Site, app and Services you visit and how much time you spend there. This information is used to analyze and improve our Site and to provide our customers with a better user experience.

**Site Preferences** – We collect information about your preferences to make your use of the Site more productive through the use of cookies.

#### d. Location Information

When you use the Services, we may collect general location information (such as IP address). If you permit the Services to access location services through the permission system used by your mobile operating system ("Platform") or browser, we may also collect the precise location of your device when the Nepjun app is running in the foreground or background of your device. This information may be used to help you select your delivery address, to provide more accurate deliveries of your orders, to provide recommendations to you, and to enhance your user experience and improve the services. You can choose whether to enable the location tracking feature through the settings on your device or Platform or when prompted by the Nepjun mobile app. If you choose to disable the location feature, the Runner will not receive precise location information from your device, which may compromise the accuracy of deliveries in some situations, for instance, if you are located in a large area, such as a park.

#### e. Information Related to the Referral Program

Nepjun allows users to invite friends and family to sign up for our Services. Sometimes we offer a promotional value for every friend or family member who signs up and places an order through your referral link. To help you do this, we may request you to grant us an access to your mobile device address book. You can then direct us to send referral emails, SMS messages, or other communications to contacts you select in your address book. By sending a referral, you also consent to Nepjun sending your public profile image to the contacts you select to receive a referral link. By choosing to invite a friend you represent that you have received the friend's consent to provide his or her name and email address with us. Nepjun will use that information to send an email inviting him or her to visit the site and will store that information to track the success of the referral program and may send marketing emails.

Nepjun users may not send, publish, or share any false, misleading, or deceptive communications in connection with participation in the Referral Program. Such actions may violate various federal, state, and/or international laws, including, but not limited to, the regulations and policies promulgated by the Federal Trade Commission. Nepjun users may not send any referral emails, SMS messages, or other communications to children under the age of 13.

If you are referred to Nepjun through one of our referral programs, or if someone attempts to refer you, we may share your name, whether you have already signed up for Nepjun, whether you are a new customer, and whether you have placed a qualifying order with Nepjun with the person(s) who referred you.

## 2. Use of Cookies and Other Tracking Technologies

We use cookies, web beacons, pixels, and similar technologies to collect information and personalize your experience with our Services.

### a. Cookies

Cookies are small web files that a site or its provider transfers to your device's hard drive through your web browser that enables the site's or provider's system to recognize your browser and remember certain information.

How We Use Cookies – We use first-party and third-party cookies for the following purposes:

- to make our Services function properly;
- to improve our Services;
- to recognize you when you return to Nepjun and to remember information you have already provided, such as items already in your order cart;

How to Manage Cookies – You may disable the use of cookies by modifying your browser settings. If you choose to disable cookies you may not be able to fully experience the interactive features of our Services. For more information on cookies and how to disable cookies visit [www.ftc.gov/ftc/cookies.shtm](http://www.ftc.gov/ftc/cookies.shtm) or [https://www.usa.gov/optout\\_instructions.shtml](https://www.usa.gov/optout_instructions.shtml).

### b. Web Beacons

Web beacons, also known as web bugs, pixel tags or clear GIFs, are tiny graphics with a unique identifier that may be included on our Site to deliver or communicate with cookies, in order to track and measure the performance of our Site and Services, monitor how many web visitors we have, and to monitor the effectiveness of our advertising. Unlike cookies, which are stored on the user's hard drive, web beacons are typically embedded invisibly on webpages (or in an email).

## 3. Use of Your Personal Information

We may use the information we collect or receive about you for various purposes.

### a. To Provide You With Our Services

We use your information to provide you the Services. For example, we use credit card information to complete a transaction or an address to allow the Runner to fulfill your delivery. If

the applicable information is to be provided or Service is to be performed by a third party, then we will disclose the applicable Personal Information to the third party providing the information or performing applicable Services. Your information may be available or provided to third-party service providers and that are contractually obligated to protect your information as disclosed in this Policy.

**b. To Maintain, Improve, and Personalize the Services**

We use your information for our everyday business operations such as auditing, administration of the Services, forum management, fulfillment, and analytics. Your information may also be used to improve the content and/or functionality of the Services. For example, it may be used to help us and/or our Merchants improve our offerings. We also use your information to personalize your experience. For example, we may personalize the content and features you see when visiting our Services. In addition, we may personalize advertisements, marketing communications, and recommendations to make them more tailored to your interests.

**c. To Communicate with You**

We use your information to communicate with you. For example, we may send you text messages or other notifications about the status of your orders and deliveries. We may also contact you with promotional offerings or other communications that may be of interest to you. If we send you marketing emails about services that may interest you, each email will contain instructions permitting you to “opt-out” of receiving future marketing or other communications.

In the event you contact us, we use certain information to respond to your questions and assist you with any issues that may arise in your use of the Services. If you send text messages to a Runner, using the telephone number for that Runner available on the Services, we may use a third-party service provider to track these text messages. We track these text messages for fraud prevention, to ensure appropriate charging of fees, to enforce our Terms and Conditions, and for quality and training purposes. As part of this process, Nepjun and its service provider will receive in real time and store data about your text message, including the date and time of the text message, your phone number, and the content of the text message.

**d. For Account and Network Security Purposes**

We care about keeping you secure and safe while using our Services. Keeping you safe requires us to process your Personal Information, such as your device information, activity information and other relevant information. We use such information to combat spam, malware, malicious activities or security risks; improve and enforce our security measures; and to monitor and verify your identity so that unauthorized users do not gain access to your information.

**e. To Maintain Legal and Regulatory Compliance**

Our Services are subject to certain laws and regulations which may require us to process your Personal Information. For example, we process your Personal Information to pay our taxes, to fulfill our business obligations, ensure compliance with employment and recruitment laws or as necessary to manage risk as required under applicable law.

**f. To Enforce Compliance with Our Terms and Conditions and Policies**

When you access or use our Services, you are bound to our Terms and Conditions and this Policy. To ensure you comply with them, we process your Personal Information by actively monitoring, investigating, preventing and mitigating any alleged or actual prohibited, illicit or illegal activities on our Services. We also process your Personal Information to: investigate,

prevent or mitigate violations of our internal terms, agreements or policies; enforce our agreements with third parties and business partners.

g. To Protect You, Others, and Our Business

We use your information to protect you, others, and our business, including, without limitation, using information for fraud prevention, for enforcement of our Terms of Service, to comply with the law, and to protect against security risks.

h. For Our Business Purposes

We may use your information for any other purpose disclosed to you at the time we collect or receive the information, or otherwise with your consent.

4. Sharing of Personal Information with Third Parties

Your Personal Information is not shared with third parties without your permission, except as described below.

a. Service Providers

We may share your information with our third-party service providers for certain business purposes. This information is provided in order for them to provide us services such as payment processing, advertising services, marketing partners, web analytics, data processing, IT services, customer support and other services. These third-party service providers have access to your Personal Information only for the purpose of performing services on our behalf and are expressly obligated not to disclose or use your Personal Information for any other purpose.

b. Runners and Merchants

To help provide you with a high-quality delivery we also may share your information, including your Personal Information and order details, with the Runners who complete your requested deliveries. Similarly, we may share your name, phone number, order information, customer feedback and other information related to your orders with Nepjun merchants.

c. Related Entities

We may share your information with our affiliates (entities that control or are under the control of Nepjun) for business purposes. We will require these entities to comply with the terms of this Policy with regard to their use of your information.

d. When Required by Law

We recognize that information related to your orders could contain private information. However, we may be required to disclose your information to third parties including law enforcement agencies when required to protect and defend our legal rights, protect the safety and security of users of our Services, prevent fraud, comply with the law, respond to legal process, or a request for cooperation by a government entity.

e. Corporate Transactions

In the event of sale, transfer, merger, reorganization, dissolution, or similar event we may transfer your information to one or more third parties as part of that transaction.

#### f. With Your Consent

We also may share or disclose your information with your consent or at your direction.

### 5. Security

Nepjun has implemented administrative, technical, and physical security controls that are designed to safeguard Personal Information. However, no online activity is ever fully secure or error-free. While we strive to protect your information, we cannot guarantee that your Personal Information is absolutely secure. Please keep this in mind when disclosing any information to Nepjun.

Please recognize that protecting your Personal Information is also your responsibility. We urge you to take every precaution to protect your information when you are on the Internet, or when you communicate with us and with other through the Internet. Change your passwords often, use a combination of letters and numbers, and make sure you use a secure browser. 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 account might have been compromised), or if you suspect someone else is using your account, please let us know immediately by contacting us as indicated in the Contact Us section below.

### 6. Data Retention

We will retain your Personal Information for as long as your account is active or as needed to provide you services and to maintain a record of your transactions for financial reporting purposes. We will also retain and use your Personal Information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

### 7. Third-Party Sites

Some of the functionality may be provided by third parties and the Services may link to other third-party websites that are not controlled by Nepjun. These third parties are not under our control and Nepjun is not responsible for their privacy policies or practices. If you provide any Personal Information to any third party or through any such third-party website, we recommend that you familiarize yourself with the privacy policies and practices of that third party.

### 8. Children's Information

Our Services are not intended for children under 13 years of age and we do not knowingly collect Personal Information from children under the age of 13. If you are a parent or guardian of a child under the age of 13 and believe he or she has disclosed personally identifiable information to us please contact us at [help@Nepjun.com](mailto:help@Nepjun.com). A parent or guardian of a child under age 13 may review and request deletion of the child's Personal Information.

### 9. Your Choices

We provide our customers and their authorized agents with the ability to access and delete Personal Information. In order to exercise these rights you must login to your account to confirm your identity, which helps us ensure that Personal Information is only made accessible to appropriate parties. Customers will not receive discriminatory treatment for exercising their rights and can return to the service after deleting their information.

#### a. Your Rights

This section lists the privacy-related rights (“Rights”) we extend to all Nepjun customers. Your right to know and right to deletion are not absolute and are subject to certain exceptions. For instance, we cannot disclose specific pieces of Personal Information if the disclosure would create a substantial, articulable, and unreasonable risk to the security of the Personal Information, your account with us or the security of our systems.

**Right to Know** – You have the right to know the Personal Information we collect, use, disclose, and sell about you.

**Right to Deletion** – You have the right to request that we delete any Personal Information we have collected from you or maintain about you. We may save Personal Information when permitted by applicable law including, without limitation, when the information is needed for a legal purpose.

**Right to Rectification** – If you are a registered Nepjun user you may modify certain of your Personal Information by logging into our Site using your username and password and visiting the “Account” page. Registered Nepjun users may also access the “Account” page to manage their subscriptions.

**Right to Opt-Out of the Sale of Your Personal Information** – You have the right to opt-out of having your Personal Information sold. Nepjun does not sell or rent Personal Information to third parties.

**Right to Non-Discrimination** – Nepjun will not discriminate against those who exercise their Rights. Specifically, if you exercise your Rights, we will not deny you goods or Services, charge you different prices or rates for goods or Services or provide you a different level or quality of goods or Services.

#### b. Asserting Your Rights

You may exercise your right to know or your right to deletion by clicking [here](#). To verify your identity, you must log-in to your account prior to accessing or deleting your information. You may also designate an authorized agent to make a request to know or a request to delete. In order to be able to act, authorized agents have to submit proof that they are authorized to act on your behalf, or have a power of attorney. We may deny requests from authorized agents who do not submit proof that they have been authorized by you to act on their behalf.

### 10. International Users

Nepjun is based in the United States and, regardless of where you use our Services, the information collected as part of that use will be transferred to and maintained on servers located in the United States. Any information we obtain about you will be stored in accordance with U.S. privacy laws, regulations, and standards, which may not be equivalent to the laws in your country of residence. By using our Services, you consent to this collection, transfer, storage, and processing of information to and in the United States.

### 11. Contact Us

If you have any questions or concerns relating to this Policy or our privacy practices please contact us at [help@nepjun.com](mailto:help@nepjun.com).