

Privacy Policy

Effective date: March 27, 2014

Welcome to SMKS ("SMKS", "we," "us" or "our"). SMKS provides an easy and fun way for you to capture and share images and thoughts as a new parent.

- Our Privacy Policy explains how we use, share and protect information in relation to our web site, and any software provided on or in connection with SMKS services (collectively, the "**Service**"), and your choices about the collection and use of your information.
- Our Policy applies to all visitors, users, and others who access the Service ("**Users**").
- By using our Service you understand and agree that we are providing a platform for you to post content, including photos, and text ("**User Content**"), to the Service and to share User Content publicly. This means that other Users may, see, use, or share any of your User Content that you may post through the Service, consistent with the terms and conditions of this Privacy Policy and our Terms of Use.

1. INFORMATION WE COLLECT

We collect the following types of information.

Information you provide us directly:

- Your password and e-mail address when you register for a SMKS account.
- User Content (e.g., photos and text) that you post to the Service.
- Your child's name and birthdate(optional).
- Communications between you and SMKS. For example, we may send you Service-related notifications (e.g., account verification, changes/updates to features of the Service, technical and security notices). Note that you may not opt out of Service-related notifications.

Analytics information:

- We use third-party analytics tools to help us measure traffic and usage trends for the Service. These tools collect information sent by your device or our Service, including the web pages you visit, add-ons, and other information that assists us in improving the Service. We collect and use this analytics information with analytics information from other Users so that it cannot reasonably be used to identify any particular individual User.

Log file information:

- Log file information is automatically reported by your browser each time you make a request to access (i.e., visit) a web page or app. It can also be provided when the content of the webpage or app is downloaded to your browser or device.
- When you use our Service, our servers automatically record certain log file information, including your web request, Internet Protocol ("IP") address, browser type, referring / exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information. We may also collect similar information from emails sent to our Users which then help us track which emails are opened and which links are clicked by recipients. The information allows for more accurate reporting and improvement of the Service.

Device identifiers:

- When you use a mobile device like a tablet or phone to access our Service, we may access, collect, monitor, store on your device, and/or remotely store one or more "device identifiers." Device identifiers are small data files or similar data structures stored on or associated with your mobile device, which uniquely identify your mobile device. A device identifier may be data stored in connection with the device hardware, data stored in connection with the device's operating system or other software, or data sent to the device by SMKS.
- A device identifier may deliver information to us or to a third party partner about how you browse and use the Service and may help us or others provide reports or personalized content and ads. Some features of the Service may not function properly if use or availability of device identifiers is impaired or disabled.

2. HOW WE USE YOUR INFORMATION

In addition to some of the specific uses of information we describe in this Privacy Policy, we may use information that we receive to:

- help you efficiently access your information after you sign in
- remember information so you will not have to re-enter it during your visit or the next time you visit the Service;
- provide personalized content and information to you and others, which could include online ads or other forms of marketing
- provide, improve, test, and monitor the effectiveness of our Service
- develop and test new products and features
- monitor metrics such as total number of visitors, traffic, and demographic patterns
- diagnose or fix technology problems
- automatically update the SMKS application on your device
- SMKS or other Users may run contests, special offers or other events or activities

("Events") on the Service. If you do not want to participate in an Event, do not use the particular Metadata (i.e. hashtag or geotag) associated with that Event.

3. SHARING OF YOUR INFORMATION

We will not rent or sell your information to third parties outside SMKS (or the group of companies of which SMKS is a part) without your consent, except as noted in this Policy.

Parties with whom we may share your information:

- We may share User Content and your information (including but not limited to, information from log files, device identifiers, location data, and usage data) with businesses that are legally part of the same group of companies that SMKS is part of, or that become part of that group ("Affiliates"). Affiliates may use this information to help provide, understand, and improve the Service (including by providing analytics) and Affiliates' own services (including by providing you with better and more relevant experiences).
- We also may share your information as well as information from tools like log files, and device identifiers and location data, with third-party organizations that help us provide the Service to you ("Service Providers"). Our Service Providers will be given access to your information as is reasonably necessary to provide the Service under reasonable confidentiality terms.
- We may also share certain information with third-party advertising partners. This information would allow third-party ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you.
- We may remove parts of data that can identify you and share anonymized data with other parties. We may also combine your information with other information in a way that it is no longer associated with you and share that aggregated information.

Parties with whom you may choose to share your User Content:

- Any information or content that you voluntarily disclose for posting to the Service, such as User Content, becomes available to the public. Anything you post on SMKS is available to the public. Once you have shared User Content, that User Content may be re-shared by others.
- If you remove information that you posted to the Service, copies may remain viewable in cached and archived pages of the Service, or if other Users or third parties have copied or saved that information.

What happens in the event of a change of control:

- If we sell or otherwise transfer part or the whole of SMKS or our assets to another organization (e.g., in the course of a transaction like a merger, acquisition, bankruptcy,

dissolution, liquidation), your information such as name and email address, User Content and any other information collected through the Service may be among the items sold or transferred. You will continue to own your User Content. The buyer or transferee will have to honor the commitments we have made in this Privacy Policy.

Responding to legal requests and preventing harm:

- We may access, preserve and share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards. We may also access, preserve and share information when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of investigations; and to prevent death or imminent bodily harm. Information we receive about you may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm.

4. HOW WE STORE YOUR INFORMATION

Storage and Processing:

- Your information collected through the Service may be stored and processed in the United States or any other country in which SMKS, its Affiliates or Service Providers maintain facilities.
- SMKS, its Affiliates, or Service Providers may transfer information that we collect about you, including personal information across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction.
- By registering for and using the Service you consent to the transfer of information to the U.S. or to any other country in which SMKS, its Affiliates or Service Providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.
- We use commercially reasonable safeguards to help keep the information collected through the Service secure and take reasonable steps (such as requesting a unique

password) to verify your identity before granting you access to your account. However, SMKS cannot ensure the security of any information you transmit to SMKS or guarantee that information on the Service may not be accessed, disclosed, altered, or destroyed.

- Please do your part to help us. You are responsible for maintaining the secrecy of your unique password and account information, and for controlling access to emails between you and SMKS, at all times. Your privacy settings may also be affected by changes the social media services you connect to SMKS make to their services. We are not responsible for the functionality, privacy, or security measures of any other organization.

5. YOUR CHOICES ABOUT YOUR INFORMATION

Your account information and profile/privacy settings:

- Update your account at any time by logging in and changing your profile settings.

How long we keep your User Content:

- At any time a user may choose to terminate their account by canceling their account within the profile tab of the web site.
- Following termination or deactivation of your account, SMKS, its Affiliates, or its Service Providers may retain information (including your profile information) and User Content for a commercially reasonable time for backup, archival, and/or audit purposes.

6. CHILDREN'S PRIVACY

SMKS collects your child's name and child's birthdate (provided by you) for the sole purpose of estimating the child's approximate date associated with each story that you create. You are not required to provide this information to use the Service. SMKS does not knowingly collect or solicit any other information from anyone under the age of 13 or knowingly allow such persons to register for the Service. The Service and its content are not directed at children under the age of 13. In the event that we learn that we have collected any other personal information from a child under age 13 without parental consent, we will delete that information as quickly as possible. If you believe that we might have any other information from, about, or directed at a child under 13, please contact us.

7. OTHER WEB SITES AND SERVICES

We are not responsible for the practices employed by any websites or services linked to or from our Service, including the information or content contained within them. Please remember that when you use a link to go from our Service to another website or service, our Privacy Policy does not apply to those third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link on our website, are subject to that third party's own rules and policies. In addition, you agree that we are not responsible and do not have control over any third-parties that you authorize to access your User Content. If you

are using a third-party website or service and you allow them to access your User Content you do so at your own risk.

8. HOW TO CONTACT US ABOUT A DECEASED USER

In the event of the death of a SMKS User, please contact us. We will usually conduct our communication via email; should we require any other information, we will contact you at the email address you have provided in your request.

9. HOW TO CONTACT US

If you have any questions about this Privacy Policy or the Service, please via the report a problem link in the “housekeeping” section.

10. CHANGES TO OUR PRIVACY POLICY

SMKS reserves the right, in our sole discretion, to change this Privacy Policy from time to time. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the updated Privacy Policy become effective. You agree that we may notify you of the updated Privacy Policy by posting them on the Service. You will be given an opportunity to review the changes in the updated Privacy Policy and will be required to accept the changes before continuing to use the Service. If you would not like to accept the changes, go to the Report a Problem section on the Service to inform us that you like your account to be cancelled. The updated Privacy Policy will be effective as of the time of posting, or such later date as may be specified in the updated Privacy Policy, and will apply to your use of the Service from that point forward.