

# PRIVACY POLICY

## “STARTERYOU, INC.”

*Effective Date: January 26, 2025*

This Privacy Policy (the “**Policy**”) outlines how Starteryou, Inc. (“**Starteryou**,” “**we**,” “**us**,” or “**our**”), a Delaware-incorporated company, collects, uses, discloses, and safeguards your information when you visit or use the website Starteryou.com (“**Site**”) and related services, mobile applications, and platforms (collectively, the “**Services**”). By accessing or using our Services, you consent to the practices described in this Policy.

### ARTICLE 1: DEFINITIONS

**1.1** The term “**Personal Data**” shall mean any information, in whatever form or medium, relating directly or indirectly to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person. This includes, but is not limited to, names, email addresses, phone numbers, IP addresses, geolocation data, employment histories, education credentials, user-uploaded resumes, and other personal identifiers processed by Starteryou, Inc.

**1.2** The term “**Sensitive Personal Data**” shall mean any category of Personal Data that requires heightened protection due to its sensitive nature. This includes, but is not limited to, data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data processed for the purpose of uniquely identifying an individual, data concerning health, and data concerning a natural person’s sex life or sexual orientation. Starteryou, Inc. shall process Sensitive Personal Data only with explicit user consent or as otherwise permitted by applicable laws, including U.S. federal and state-specific regulations.

**1.3** The term “**Data Controller**” shall mean Starteryou, Inc., a Delaware-incorporated entity that determines the purposes for and the manner in which Personal Data is processed within the scope of its Services, as further defined herein.

**1.4** The term “**Data Processor**” shall mean any natural or legal person, public authority, agency, or other body that processes Personal Data on behalf of Starteryou, Inc., under a contractual obligation to comply with all applicable data protection regulations and safeguards required by this Privacy Policy and relevant legislation.

**1.5** The term “**Processing**” shall mean any operation or set of operations performed on Personal Data, whether or not by automated means, including, but not limited to, collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation,

use, disclosure by transmission, dissemination, or otherwise making available, alignment, combination, restriction, erasure, or destruction.

**1.6** The term "**Applicable Privacy Laws**" shall mean the aggregate of all federal, state, and local laws, regulations, and guidelines governing the processing of Personal Data in jurisdictions applicable to Starteryou, Inc., including, but not limited to:

- ◆ The California Consumer Privacy Act (CCPA)
- ◆ The Children's Online Privacy Protection Act (COPPA)
- ◆ The Health Insurance Portability and Accountability Act (HIPAA) (if applicable)
- ◆ The Gramm-Leach-Bliley Act (GLBA)
- ◆ The Delaware Online and Personal Privacy Protection Act (DOPPA)
- ◆ The Federal Trade Commission (FTC) Act, where applicable to unfair or deceptive trade practices involving Personal Data

**1.7** The term "**User**" shall mean any individual who accesses, registers with, interacts with, or otherwise makes use of the website Starteryou.com or any related Services, including but not limited to Job Seekers, Employers, or any third party engaging with the platform.

**1.8** The term "**Cookies and Similar Technologies**" shall mean small data files or other forms of persistent storage transmitted to the User's device for the purposes of storing preferences, facilitating navigation, analyzing interactions, or delivering tailored content and advertisements in accordance with this Privacy Policy.

**1.9** The term "**Third Party**" shall mean any natural or legal person, public authority, agency, or other body other than the User, the Data Controller, or Data Processor that may have access to or process Personal Data in connection with the provision of Starteryou, Inc.'s Services, including but not limited to advertisers, analytics providers, and affiliated platforms.

**1.10** The term "**Consent**" shall mean any freely given, specific, informed, and unambiguous indication of a User's wishes by which they, by a statement or by clear affirmative action, signify agreement to the processing of their Personal Data under the terms set forth herein.

**1.11** The term "**Breach of Personal Data**" shall mean any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored, or otherwise processed.

## **ARTICLE 2: INFORMATION WE COLLECT**

### **2.1** *Categories of Information Collected*

Starteryou, Inc., in the execution of its services, collects the following categories of information, whether directly or indirectly, from its Users:

(a) **Personal Identifiable Information (PII):** Includes, but is not limited to, full legal name, date of birth, Social Security number (or equivalent identification numbers), passport details, driver's license details, email address, mailing address, telephone number, and payment or financial information.

(b) **Non-Personal Information (NPI):** Includes aggregate, anonymized, or de-identified data collected for analytical purposes, which cannot reasonably be used to identify an individual.

(c) **Sensitive Personal Information:** May include racial or ethnic origin, religious beliefs, sexual orientation, biometric data, and other forms of data classified as sensitive under Applicable Privacy Laws.

(d) **Device and Technical Information:** Includes the User's IP address, device identifiers, browser type, operating system, geolocation data, hardware settings, and information about the User's interactions with the website.

(e) **User Content:** Includes data voluntarily submitted by Users through resumes, profile updates, job applications, messages, uploaded documents, or other content shared on Starteryou.com.

(f) **Usage Data:** Includes time-stamped logs of User activity, such as login records, pages visited, links clicked, search queries, and interactions with advertising content.

## ***2.2 Information Collected from Third Parties***

Starteryou, Inc. may obtain additional data from third-party service providers, such as credit reporting agencies, data brokers, marketing partners, or publicly available sources. These data sources are utilized to supplement the information provided by the User and enhance the functionality of the Services.

# **ARTICLE 3: METHODS OF DATA COLLECTION**

## ***3.1 Direct Submission by Users***

Users provide Personal Data when creating accounts, completing profiles, submitting resumes, applying for jobs, communicating with Employers, or engaging with the website's interactive features. Such submissions are deemed to be provided voluntarily and with consent.

## ***3.2 Automated Technologies***

Starteryou.com employs automated data collection technologies, including but not limited to:

(a) **Cookies:** Persistent and session-based cookies are used to enhance User experience, store preferences, and analyze website traffic.

(b) Web Beacons: Also referred to as "pixel tags", these are embedded in emails or webpages to monitor User behavior, such as email opening rates or webpage interactions.

(c) Log Files: Server logs automatically collect technical data such as IP addresses, timestamps, and the pages accessed during a User session.

(d) Geolocation Data: Subject to User device settings, location information is collected for the purpose of optimizing content delivery and enabling geofencing-based services.

### **3.3 *Third-Party Tools and Integrations***

Data is collected through integrations with third-party platforms, including social media logins (e.g., LinkedIn, Facebook), payment gateways, and analytics tools such as Google Analytics. These tools may independently collect and process data in accordance with their own privacy policies.

### **3.4 *Data from Correspondence***

Data arising from communications with Starteryou, Inc.'s customer support teams, whether via email, chat, or telephone, is logged, analyzed, and retained for quality assurance and troubleshooting purposes.

### **3.5 *Passive and Behavioral Monitoring***

Starteryou.com utilizes behavioral tracking technologies to monitor how Users interact with the website, enabling the identification of patterns for improving functionality and ensuring compliance with the Terms of Service.

## **ARTICLE 4: PURPOSES FOR DATA USE**

### **4.1 *Service Provision***

Personal Data is processed for the purpose of delivering the Services described in the Terms of Service, including the facilitation of job applications, communication between Job Seekers and Employers, and the creation of personalized User profiles.

### **4.2 *Personalization and Optimization***

Starteryou.com uses data to tailor the User experience, such as by providing relevant job recommendations, displaying localized content, or suggesting opportunities aligned with a User's interests and qualifications.

### **4.3 *Compliance with Legal Obligations***

The collection and use of Personal Data are governed by U.S. federal laws, Delaware state laws, and other Applicable Privacy Laws. Starteryou, Inc. processes data to comply with regulatory requirements, including fraud prevention, tax compliance, and lawful disclosure in response to subpoenas or other legal requests.

### **4.4 *Advertising and Marketing***

Data is used to deliver targeted advertisements and promotional communications, both directly and through third-party advertising networks. Users may opt out of certain marketing communications, subject to the provisions of Applicable Privacy Laws.

#### ***4.5 Analytics and Research***

Starteryou.com analyzes aggregated and de-identified data to evaluate platform performance, improve operational efficiency, and conduct market research.

#### ***4.6 Security and Fraud Prevention***

Personal Data is processed to monitor, detect, and mitigate security threats, unauthorized access, fraudulent activities, and any violations of the Terms of Service.

#### ***4.7 Business Transactions***

In the event of a merger, acquisition, bankruptcy, or sale of assets, Personal Data may be transferred as part of the transaction, subject to obligations of confidentiality and compliance with Applicable Privacy Laws.

### **ARTICLE 5: DISCLOSURE OF INFORMATION**

#### ***5.1 General Principles of Disclosure***

Starteryou, Inc. does not sell, lease, or otherwise disseminate Users' Personal Data except as expressly provided herein, required by law, or consented to by the User. All disclosures shall adhere to applicable U.S. federal laws, including the Federal Trade Commission Act, the California Consumer Privacy Act (CCPA), the Delaware Online Privacy Protection Act (DOPPA), and other relevant statutes.

#### ***5.2 Authorized Third-Party Disclosures***

Personal Data may be disclosed to third parties under the following circumstances:

**(a) Service Providers and Vendors:** Starteryou, Inc. may share Personal Data with trusted third-party service providers engaged to perform essential functions on behalf of the Company, including but not limited to payment processing, data analytics, hosting, and customer service. These entities are bound by contractual confidentiality obligations and are prohibited from using such data for purposes beyond those contractually stipulated.

**(b) Employers and Recruiters:** Job Seekers' Personal Data, including resumes and contact information, may be disclosed to Employers or recruiters in furtherance of job applications and employment-related activities.

**(c) Affiliates and Business Partners:** Personal Data may be shared with affiliated companies or business partners for joint marketing efforts, co-branded offerings, or other collaborative purposes, subject to User consent where legally required.

**(d) Legal Compliance and Protection:** Starteryou, Inc. reserves the right to disclose Personal Data when required by law, such as in response to subpoenas, court orders, or other legal

processes, or when such disclosure is necessary to protect the Company's legal rights, enforce the Terms of Service, or mitigate potential liabilities.

(e) **Corporate Transactions:** In the event of a merger, acquisition, reorganization, or sale of assets, Users' Personal Data may be transferred to the acquiring entity, provided that such entity commits to upholding the confidentiality and security standards described in this Privacy Policy.

(f) **Consent-Based Disclosures:** Where explicitly authorized by the User, Personal Data may be disclosed to third parties for purposes not otherwise specified herein.

### **5.3 *Anonymized and Aggregated Data***

Starteryou, Inc. may disclose anonymized or aggregated data that cannot reasonably identify any individual User. Such disclosures may be made for purposes including, but not limited to, research, analytics, and marketing insights.

### **5.4 *International Data Transfers***

Where Personal Data is transferred across international borders, Starteryou, Inc. shall implement appropriate safeguards to ensure compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR) when relevant, and equivalent U.S. legal standards.

## **ARTICLE 6: USER RIGHTS**

### **6.1 *Right to Access***

Pursuant to U.S. federal and state privacy laws, Users have the right to request access to the Personal Data collected about them, including the specific categories of information, the sources from which it was collected, and the purposes for which it is being processed or disclosed. Requests must be submitted in writing to Starteryou, Inc.

### **6.2 *Right to Rectification***

Users may request the correction or amendment of inaccurate or incomplete Personal Data. Starteryou, Inc. reserves the right to verify the accuracy of the amended data prior to making the requested corrections.

### **6.3 *Right to Erasure ("Right to be Forgotten")***

Subject to certain exceptions under applicable laws, Users may request the deletion of their Personal Data. Starteryou, Inc. shall honor such requests unless retaining the data is necessary to comply with legal obligations, resolve disputes, enforce agreements, or protect other lawful interests.

### **6.4 *Right to Data Portability***

Users are entitled to receive a copy of their Personal Data in a structured, commonly used, and machine-readable format, and to transmit such data to another controller where technically feasible.

#### ***6.5 Right to Restrict Processing***

Users may request a limitation on the processing of their Personal Data under specific circumstances, such as when the accuracy of the data is contested or the processing is deemed unlawful. Starteryou, Inc. shall comply with such restrictions to the extent required by law.

#### ***6.6 Right to Opt-Out of Sale or Sharing***

In jurisdictions such as California, where the CCPA applies, Users have the right to opt out of the sale or sharing of their Personal Data.

#### ***6.7 Right to Lodge Complaints***

Users have the right to lodge complaints regarding the handling of their Personal Data with the appropriate regulatory authorities, including but not limited to the Federal Trade Commission (FTC) or the Delaware Attorney General's Office.

#### ***6.8 Exercise of Rights***

To exercise any of the rights enumerated in this Article, Users must submit a verifiable request through the designated communication channels specified in the Privacy Policy. Starteryou, Inc. shall respond to such requests within the timeframes prescribed by applicable laws, typically within forty-five (45) days of receipt.

#### ***6.9 Non-Discrimination***

Starteryou, Inc. shall not discriminate against Users for exercising their privacy rights, including denial of services, varying levels of quality, or charging differing prices unless such distinctions are directly related to the value of the data provided.

## **ARTICLE 7: DATA RETENTION**

#### ***7.1 Retention Periods***

Starteryou, Inc. retains Personal Data only for as long as necessary to fulfill the purposes outlined in this Privacy Policy, comply with applicable legal obligations, resolve disputes, and enforce contractual agreements. Retention periods are determined based on the type of data collected and the purposes for which it is processed. For example:

**(a) Account Information:** Retained for the duration of the User's active account and for a reasonable period thereafter to comply with legal obligations or resolve disputes.

**(b) Transaction Data:** Retained as required by applicable financial and tax regulations, typically for a minimum of seven (7) years following the conclusion of the relevant transaction.

(c) Marketing Data: Retained until the User withdraws consent or exercises opt-out rights.

### ***7.2 Deletion or Anonymization***

Upon expiration of the applicable retention periods, Starteryou, Inc. shall securely delete or anonymize Personal Data to render it irretrievable and unusable, except where retention is legally mandated or reasonably necessary for legitimate business purposes.

### ***7.3 Legal Holds***

Notwithstanding the foregoing, Starteryou, Inc. may retain Personal Data for longer periods where required to comply with court orders, legal processes, or regulatory investigations, or to enforce legal rights.

## **ARTICLE 8: CHILDREN'S PRIVACY**

### ***8.1 Age Restriction***

Starteryou, Inc. does not knowingly collect, solicit, or process Personal Data from individuals under the age of thirteen (13) in the United States or the minimum age for data consent in other applicable jurisdictions, except as permitted by law.

### ***8.2 Parental Consent***

In the event that Starteryou, Inc. becomes aware that Personal Data of a child under thirteen (13) has been collected without verifiable parental consent, the Company shall promptly delete such data. Parents or legal guardians may contact Starteryou, Inc. to review, correct, or delete their child's information.

### ***8.3 Compliance with COPPA***

This Privacy Policy complies with the Children's Online Privacy Protection Act (COPPA), which prohibits the collection of Personal Data from children under thirteen (13) without prior parental consent.

### ***8.4 Educational Use Exceptions***

Where Starteryou, Inc. offers services designed for educational use that may involve children, the Company shall obtain all requisite consents and implement additional safeguards as prescribed by COPPA and equivalent state laws.

## **ARTICLE 9: SECURITY MEASURES**

### ***9.1 Industry-Standard Security Practices***

Starteryou, Inc. employs administrative, technical, and physical security measures to safeguard Users' Personal Data against unauthorized access, alteration, disclosure, or destruction. Such measures include, but are not limited to:

(a) Encryption: Data is encrypted in transit using Transport Layer Security (TLS) protocols and at rest using industry-standard encryption algorithms.



(b) Access Controls: Role-based access restrictions limit data access to authorized personnel only.

(c) Monitoring: Continuous monitoring systems detect and respond to unauthorized attempts to access Personal Data or compromise system integrity.

### **9.2 *Third-Party Security Measures***

Starteryou, Inc. requires third-party service providers to adhere to strict data security standards through contractual obligations, including regular audits and compliance certifications.

### **9.3 *Breach Response Protocols***

In the event of a data breach, Starteryou, Inc. shall:

(a) Notify affected Users within the timeframes mandated by applicable laws, including the Delaware Data Breach Notification Statute and other state-specific laws.

(b) Provide information on the nature of the breach, the data compromised, and the remedial actions undertaken.

(c) Cooperate with regulatory authorities as required.

### **9.4 *No Guarantee***

Despite strong security measures, Starteryou, Inc. cannot guarantee the absolute security of Personal Data and disclaims liability for unauthorized access resulting from factors beyond the Company's control, including but not limited to User negligence or acts of cyber-terrorism.

## **ARTICLE 10: COOKIES AND TRACKING TECHNOLOGIES**

### **10.1 *Use of Cookies***

Starteryou, Inc. utilizes cookies and similar tracking technologies to enhance User experience, analyze website performance, and deliver targeted advertisements. Cookies may include:

(a) Essential Cookies: Necessary for the functioning of the website.

(b) Performance Cookies: Collect information about User interactions to improve website performance.

(c) Functional Cookies: Enable personalization features such as language preferences.

(d) Advertising Cookies: Track browsing behavior to deliver tailored advertisements.

### **10.2 *Third-Party Tracking***

Starteryou, Inc. may permit third-party service providers, such as analytics companies (e.g., Google Analytics) and advertisers, to deploy tracking technologies on the website. These entities are subject to their respective privacy policies, and Starteryou, Inc. disclaims liability for their practices.

### **10.3 *Consent Management***

Users are provided with options to manage their cookie preferences through the “Cookie Settings” feature available on the website. Additionally, Users may adjust browser settings to reject non-essential cookies, though this may impact the functionality of the website.

#### **10.4 *Do Not Track (DNT) Signals***

Starteryou, Inc. does not currently respond to Do Not Track (DNT) signals sent by web browsers, as there is no universally accepted standard for DNT compliance.

#### **10.5 *Other Tracking Technologies***

In addition to cookies, Starteryou, Inc. may use other tracking technologies, including pixel tags, web beacons, and device fingerprinting, to collect data for the purposes described herein.

#### **10.6 *Legal Compliance***

Starteryou, Inc. complies with all applicable federal and state laws governing the use of cookies and tracking technologies, including the California Consumer Privacy Act (CCPA), the Delaware Online Privacy Protection Act (DOPPA), and the General Data Protection Regulation (GDPR) where applicable.

### **ARTICLE 11: INTERNATIONAL USERS**

#### **11.1 *Cross-Border Data Transfers***

Starteryou, Inc. operates from its principal offices within the United States. Users accessing the platform from jurisdictions outside the United States acknowledge that their Personal Data may be transferred to, processed, and stored in the United States or other jurisdictions where Starteryou, Inc. or its service providers maintain operations. These jurisdictions may not provide the same level of data protection as the laws in the User’s country of residence.

#### **11.2 *Legal Basis for International Transfers***

Starteryou, Inc. relies on legally recognized mechanisms for the transfer of Personal Data across international borders, including but not limited to:

- (a)** Standard Contractual Clauses (SCCs): Incorporated into agreements with third-party processors located in jurisdictions outside the United States.
- (b)** Consent: Explicit consent provided by Users for cross-border data processing as required by applicable laws.
- (c)** Performance of a Contract: Transfers necessary for the performance of contractual obligations between Starteryou, Inc. and the User.

#### **11.3 *Jurisdiction-Specific Rights***

Users located in jurisdictions with data protection laws, such as the European Economic Area (EEA), the United Kingdom, or other territories, may have additional rights concerning their Personal Data, including but not limited to:

- (a)** The right to request data portability.
- (b)** The right to restrict processing.

(c) The right to object to automated decision-making.

Starteryou, Inc. ensures compliance with local data protection laws applicable to such Users.

#### **11.4 *International Dispute Resolution***

Any disputes arising out of cross-border data transfers or related privacy practices shall be resolved in accordance with the governing law and dispute resolution provisions outlined in the Terms of Service or as mandated by applicable international treaties.

## **ARTICLE 12: CHANGES TO THIS PRIVACY POLICY**

### **12.1 *Right to Amend***

Starteryou, Inc. reserves the unilateral right to amend, revise, or otherwise modify this Privacy Policy at its sole discretion, without prior notice, to reflect changes in its data processing practices, applicable laws, or operational requirements. Such modifications shall be effective upon their publication on the website.

### **12.2 *Notification of Changes***

Significant changes to this Privacy Policy shall be communicated to Users via:

(a) Prominent notices displayed on the website.

(b) Direct communication, including email notifications, where appropriate.

The revised Privacy Policy shall bear an updated “Effective Date”, and continued use of the website constitutes the User’s acceptance of the changes.

### **12.3 *Review and Updates***

Starteryou, Inc. periodically reviews this Privacy Policy to ensure compliance with evolving legal obligations, including but not limited to:

(a) The California Consumer Privacy Act (CCPA).

(b) The European Union’s General Data Protection Regulation (GDPR).

(c) State-specific privacy statutes applicable to Delaware corporations.

### **12.4 *User Obligations***

Users are responsible for reviewing this Privacy Policy periodically to remain informed of any changes and their implications. Starteryou, Inc. disclaims liability for any damages arising from a User’s failure to review updated versions of this Privacy Policy.

## **ARTICLE 13: CONTACT INFORMATION**

### **13.1 *Privacy Inquiries***

For inquiries, concerns, or requests regarding this Privacy Policy or the handling of Personal Data, Users may contact Starteryou, Inc. through [contact@starteryou.com](mailto:contact@starteryou.com).

*Effective Date: January 26, 2025*