

# Jassby, Inc.

## Website Privacy Policy

### 1. Introduction

This Privacy Policy (the “**Policy**”) describes the type of information that Jassby, Inc. (the “**Company**”) gathers from users of the Jassby website (the “**Site**”) and how the Company uses that information. The Policy is part of the Company's Terms of Service, published at <https://legal.jassby.com/terms>. The Policy is separate from the Privacy Policy that governs the Jassby Application (the “**App**”).

The purpose of the Site is to inform prospective users of the App (“**Users**”) about the features of the App and how they can obtain and use the App.

### 2. What Information Does the Company Collect?

The Company occasionally collects Personal Information from Users. “**Personal Information**” means information that can be used to identify an individual.

#### 2.1. Consent and Modification

By using the Site, you consent to the terms of the Policy and to our processing of Personal Information in the manner and for the purposes set forth in the Policy. If you do not agree with the Policy, please do not use the Site.

The Company reserves the right, at its sole discretion, to change the Policy at any time, which change will be effective 10 days following posting of the revision to the Policy on the Site. Your continued use of the Site 10 days following such posting means you accept those changes.

If the Company makes any change in how we use your Personal Information, the Company will notify you by email (at the e-mail address specified in your account), or by means of a notice on the Site prior to the change becoming effective.

#### 2.2. Information We Collect

The Company collects information in the following ways:

2.2.1. **Information Users Provide Directly.** The Company collects information directly provided by Users as part of using the Site, such as information provided as part of setting up an account (“**User Content**”).

2.2.2. **Cookies.** The Company may use cookies and similar technologies, such as web beacons, pixels, and clear gifs and third-party analytics services, such as Google Analytics, to collect and analyze information about Users. This may include information about Users' search preferences, interaction with ads within the App, and location.

2.2.3. **Log Files.** The Site automatically records certain log file information, such as IP address, location, mobile carrier, device, and interaction with links in the Site.

2.2.4. **Device Identifiers.** The Site may access, collect, monitor, store on your device, and/or remotely store one or more device identifiers, which are small data files which uniquely identify it.

2.2.5. **Metadata.** Metadata is technical information associated with Personal Information, such as how or when Personal Information was collected. The Site collects metadata on User Content.

### 3. Use of Information

The Company may use information from Users to operate and improve the Site and its other products, and to deliver the Site. These uses may include providing you with more effective customer service; making the Site easier to use by eliminating the need for you to enter the same information repeatedly; performing research and analysis aimed at improving the Site; automatically updating the Site; diagnosing or fixing problems with the Site; and displaying content and advertising customized to your interests and preferences.

The Company also uses information from Users to communicate with Users. The Company may send certain mandatory service communications, such as welcome letters, information on technical service issues, and security announcements.

The Company does not use Users' personal information for building user profiles for commercial purposes not related to the provision of the Site. The Company may use Anonymous Info (as defined below) as described in this Policy.

Personal Information collected by the Site may be stored and processed in the United States or any other country in which the Company or its affiliates, subsidiaries or agents maintain facilities. By using the Site, you consent to any such transfer of information outside of your country. The Company may transfer your Personal Information to affiliated companies for the purpose of storing or processing such information on its behalf. Such information may be transferred to other countries. The Company requires that these parties agree to process such information in compliance with the Policy. In particular, if you provide Personal Information, it may be transferred to and processed on computers in the U.S. and other countries.

The Company may disclose your Personal Information or any information submitted via the Site if the Company has a good faith belief that disclosure of such information is helpful or reasonably necessary to: (i) comply with any applicable law, regulation, legal process or governmental request; (ii) enforce any applicable terms of service, including investigations of potential violations thereof; (iii) detect, prevent, or otherwise address fraud or security issues; or (iv) protect against harm to the rights, property or safety of the Company, our Users, yourself or the public. The Company may be required to disclose Personal Information in response to a lawful request by public authorities, including to meet national security or law enforcement requirements.

### 4. Sharing of Information

The Company will not share your Personal Information except as provided for by this Policy. The Company will not sell Personal Information. The Company may share other information as provided by this Policy.

#### 4.1. Affiliates.

The Company may share information collected by the Site with businesses that are legally part of the same group as the Company, or that become part of that group ("**Affiliates**").

#### 4.2. Third Party Service Providers.

The Company may use contractors to collect, use, analyze and otherwise process information on its behalf. The Company requires such suppliers to handle information in a manner consistent with the Policy.

The Company may occasionally hire other companies to provide limited services on its behalf, such as providing customer support, hosting websites, processing transactions, or performing statistical analysis of its services. Those companies will be permitted to obtain only the Personal Information they need to deliver the service. They will be required to maintain the confidentiality of the information and will be prohibited from using it for any other purpose.

#### 4.3. Anonymous Information.

The Company may use Anonymous Information (as defined below) or disclose it to third party service providers, to provide and improve the Site. The Company may also disclose Anonymous Information to third parties for a fee. "**Anonymous Information**" means information which does not enable identification of an individual User, such as aggregated information about use of the Site.

### 5. Retention

It is the Company's policy to retain Personal Information regarding Users indefinitely.

### 6. Your Choices Regarding Personal Information

You have the choice to request information about our collection, use, and disclosure of Personal Information (a "Request to Know") and to request that we delete personal information that pertains to you (a "Request to Delete"). The Company does not discriminate against users upon the basis of submitting either type of Request. As noted in the "Sharing of Information" section, above, the Company does not sell Personal Information, and so state laws regarding the right to "opt out" of such sales are not directly applicable to Company.

Users may submit two types of Requests to Know: (1) A request for the specific items of Personal Information that we have collected about you in the past twelve months; or (2) a request for the categories of Personal Information that we have collected, used, and disclosed about you in the past twelve months.

When you submit a Request to Know, we may ask you to provide certain items of information in order to verify your identity, such as your name, email address, and phone number. If you submit a Request to Know for the specific items of information that we have collected about you, we may also require you to submit a signed declaration under the penalty of perjury stating that you are the consumer whose Personal Information is the subject of the Request to Know.

If we are able to verify your identity, we will respond to your Request to Know by: (a) providing the requested information; or (b) explaining why we are not required to provide the requested information. If we are unable to verify your identity, we will respond by explaining why we cannot verify your identity. We will confirm receipt of your Request to Know within 10 days and will respond to your Request to Know within 45 days. If a response requires additional time, we will notify you of the basis for the delay and may extend our response period up to an additional 45 days.

If we provide the information requested, we will provide the information free of charge and in a readily useable portable format. We have no obligation to provide Personal Information to you more than twice in a 12-month period. If a Request to Know or series of Requests to Know are manifestly unfounded or excessive, we may charge a reasonable fee for processing the Request(s) to Know, or may refuse to process the Request(s) to Know.

Users may submit a Request to Delete by emailing us at [customersupport@jassby.com](mailto:customersupport@jassby.com). When you submit a Request to Delete, we may ask you to provide certain items of information in order to verify your identity, such as your name, email address, and phone number. If we are able to verify your identity, we will respond to your Request to Delete by (a) deleting your Personal Information and, if applicable, directing any of our Service Providers to delete your Personal Information; or (b) explaining why we are not required to delete your Personal Information. We may choose to delete Personal Information by de-identifying, aggregating, or completely erasing the Personal Information. We will specify the manner in which we delete your Personal Information.

If a Request to Delete or series of Requests to Delete are manifestly unfounded or excessive, we may charge a reasonable fee for processing the Request(s) to Delete, or may refuse to process the Request(s) to Delete. We will confirm receipt of your Request to Delete within 10 days and will respond to your Request to Delete within 45 days. If a response requires additional time, we will notify you of the basis for the delay and may extend our response period up to an additional 45 days.

Please note, however, that certain information may be exempt from Requests to Delete, for example if we need to keep the information to comply with our own legal obligations or to establish, exercise, or defend legal claims.

### 7. Other Information

#### 7.1. Business Transitions.

If the Company is acquired by or merged with a third party entity, or if it is subject to a bankruptcy or any comparable event, the Company reserves the right to transfer or assign Personal Information in connection therewith.

#### 7.2. Security, Confidentiality and Integrity of Personal Information.

The security of your Personal Information is important to us. The Company follows generally accepted industry standards, including the use of appropriate administrative, physical and technical safeguards, to protect Personal Information. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while the Company strives to use commercially reasonable means to protect Personal Information, the Company cannot guarantee its absolute security or confidentiality. If you have any questions about security, you can contact the Company at [customersupport@jassby.com](mailto:customersupport@jassby.com).

Please be aware that certain Personal Information and other information provided by you in connection with your use of the Site may be stored on your device (even if that information is not collected by the Company). You are solely responsible for maintaining the security of your device from unauthorized access.

#### 7.3. International Users.

The Company and its servers are located in the United States and are subject to the applicable local and national laws. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. Users who choose to access or use the Site consent to the use and disclosure of information in accordance with this Policy and subject to such laws. The Company may limit the Site's availability, in whole or

in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. The Company does not represent or warrant that the Site, or any part thereof, is appropriate or available for use in any other jurisdiction.

#### 7.4. **Other Websites.**

The Company may use a reputable third party to present or serve advertisements that you may see on the Site. These third party ad servers may use cookies, web beacons, clear gifs or similar technologies to help present such advertisements, and to help measure and research the advertisements' effectiveness. The use of these technologies by these third party ad servers is subject to their own privacy policies and is not covered by this Policy.

#### 7.5. **Children's Privacy.**

The Site is directed to and structured to attract Users over age 18. If you are under age 18, you are not permitted to use the Site. The Company does not knowingly collect Personal Information from users under age 18. If you are a parent with concerns about children's privacy issues in conjunction with the use of the Site, please contact the Company at [customersupport@jassby.com](mailto:customersupport@jassby.com).

#### 7.6. **California Online Privacy Protection Act.**

Pursuant to the California Online Privacy Protection Act, the Company discloses to disclose how it responds to "Do Not Track Signals"; and whether third parties collect personally identifiable information about users when they use online services.

The Company honors "do not track" signals and does not track, use cookies, or use advertising when a "do not track" mechanism is in place.

The Company does not authorize the collection of personally identifiable information from our users for third party use through advertising technologies.

#### 7.7. **Contact Information.**

If you have questions about this Policy, please contact [customersupport@jassby.com](mailto:customersupport@jassby.com).

#### 7.8. **Effective Date.**

The effective date of this Policy is November 17, 2020.