

**SYMMPL**  
**PRIVACY POLICY**

Last Modified: April 5, 2017

**1. Scope.**

1.1. **Privacy Policy.** This Privacy Policy (this “**Privacy Policy**”) applies to information we collect or use on websites and mobile applications, including, www.symmpl.com, products, features, services, or any portion thereof (collectively, the “**Service**”), owned or controlled by Symmpl, Inc., a Delaware corporation, or its affiliated companies (“**Symmpl**” or “**we**” or “**our**” or “**us**”). Affiliated companies are entities that control, are controlled by or are under common control with us.

1.2. **Changes to the Privacy Policy.** Although most changes are likely to be minor, we may change our Privacy Policy from time to time, and in our sole discretion. We encourage visitors to frequently check this page for any changes to the Privacy Policy. Your continued use of the Service after any change in this Privacy Policy will constitute your acceptance the changes.

1.3. **Terms of Service.** This Privacy Policy and the Terms of Service (the “**Terms of Service**”), which is incorporated herein by reference, are an agreement (collectively, this “**Agreement**”) between you (“**You**” or “**your**” or “**you**”), a user of the Service, and us. By accessing or using the Service, you acknowledge and agree to this Agreement. If you choose to not agree with this Agreement, you may not use the Service.

1.4. **Third Party Links.** The Service contains third party links to other websites or services. Please be aware that we are not responsible for the content or privacy practices of such other third party websites or services. We encourage our users to be aware when they leave the Service and to read the privacy statements of any other site that collects personal information.

**2. Information Collection.**

2.1. **Information You Provide.** We may collect information that identifies you (“**Personal Information**”) when you use the Service or register for an account. The types of Personal Information that we may collect include:

- (a) Information that you provide to us when you register for an account;
- (b) Information that you provide to us when you purchase a product or service, including, without limitation, payment card and billing information;
- (c) Information that you provide to us and/or our third party service providers when you purchase a mobile application or in-app purchases, products or services, such as payment card and billing information;
- (d) Information that you provide to us, such as your name, location, address, phone number, and email address;
- (e) Information that you provide to us if you participate in a sweepstakes, contest, rewards program, or other promotion;
- (f) Information that you provide if you use the Service to upload, share, or communicate any content or information, including photos, images, videos, text, social network accounts, or other Personal Information that you may include about yourself or others;
- (g) Information that you publicly post via links to social media networks, forums, blogs, message boards, chat rooms or similar functionality is public information that we, or others, may share or use in accordance with the law;
- (h) Information that you provide if you email, phone, contact or communicate with us or our third party service providers for customer support or other communications.

**2.2. Information We Collect.**

- (a) Traffic and usage information generated from your visit to the Service, including traffic data, pages you visit, browser information, operating system, IP address, cookie information, and the type of device that you use to access the Service;
- (b) In connection with your visit or use of the Service, we may automatically collect information about our users, such as the numbers and frequency of users and their characteristics and information about similar groups of users, certain age groups or users that live in a particular

geographical area. This data is only used in the aggregate as a statistical measure and not in a manner that would identify you personally. Aggregate information generally is collected through the use of cookies and beacons;

- (c) Information from public databases and third parties;
- (d) When you access or use the Service, or any portion thereof, we may collect physical location information that is sufficiently precise to allow us to locate a specific person or device ("**Location Information**"). We only collect Location Information with your permission (e.g., such as when you agree to provide it to us after you initially access or use the Service). We may use Location Information and provide it to third parties to provide you with content and services that are relevant to a particular location, such as advertising, search results, and directions.

**3. Tracking Technologies We Use.** We may use one or more of the following tracking technologies, and similar future tracking technologies, to automatically collect information: cookies, local shared objects, web beacons, unique telephone numbers, general log information and referral information from third-party services.

3.1. "**Cookies**" are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable our systems to recognize your browser and tell us how and when pages in the Service are visited and by how many people. Our cookies do not collect personal information, and we do not combine information collected through cookies with other personal information to tell us who you are or your screen name or e-mail address. The "Help" portion of the toolbar on the majority of browsers will direct you on how to prevent your browser from accepting new cookies, how to command the browser to tell you when you receive a new cookie, or how to fully disable cookies. We recommend that you leave the cookies activated because cookies allow you to use many features of the Service.

3.2. "**Web beacons,**" also known as an Internet tags, pixel tags or clear GIFs, link web pages to web servers and their cookies. Web beacons can be embedded in web pages, videos, or emails, to collect certain types of information from your browser, check whether you have viewed a particular web page or email message, and determine, among other things, the time and date on which you viewed the content, the IP address of your computer, and the URL of the web page from which the content was viewed.

3.3. "**Local shared objects,**" sometimes known as Flash cookies, may be used to store your preferences or display content based upon what you have viewed on various websites to personalize your visit.

3.4. "**Ad IDs**" and **Other In-App Tracking Methods.** There are a variety of tracking technologies that may be included in mobile applications, and these are not browser-based like cookies and cannot be controlled by browser settings. Some use device identifiers, or other identifiers such as "Ad IDs" to associate app user activity to a particular app.

3.5. **Google Analytics.** We use Google Analytics ("**Google Analytics**"), a web analytics service provided by Google Inc. ("**Google**"). Google Analytics uses "cookies." The information generated by the cookies about your use of the Service (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the Service, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, please note that if you do this, you may not be able to use the full functionality of the Service. More information about how you can opt-out is in Section 6 (Do Not Track Disclosures) below. By using the Service, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

**4. How We Use Information.** We may use the information that we collect for any of the following purposes:

- 4.1. To provide, operate, maintain, improve, and promote the Service;
- 4.2. To enable you to access and use the Service, including uploading, downloading, collaborating and sharing content, photos, images, videos and information, with other users or third parties;
- 4.3. To process and complete transactions, and send you related information, including purchase confirmations;

4.4. To send transactional messages, including responding to your comments, questions, and requests; providing customer service and support; and sending you technical notices, updates, security alerts, and support and administrative messages;

4.5. To send promotional communications, such as providing you with information about services, features, newsletters, offers, promotions, contests, events and sending updates;

4.6. To monitor and analyze trends, usage, and activities in connection with the Service and for marketing, advertising, administrative, analytical, research, optimization, and other purposes. For example, we may use statistical analyses of usage data in order to measure interest in the various areas of the Service, for development purposes and to inform advertisers and partners in aggregate and anonymous terms about consumers who click on their advertising or other messages. IP addresses are also used for systems administration and troubleshooting purposes.

4.7. To investigate and prevent fraudulent transactions, unauthorized access to the Service, and other illegal activities;

4.8. To personalize the Service's content, features or advertisements;

## 5. Information Sharing.

5.1. **Advertising Partners.** Ads appearing on the Service may be delivered to users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy covers the use of cookies by the Service and does not cover the use of cookies by any advertisers, each of whom maintain their own privacy policy.

5.2. **Service Providers.** We engage service providers to perform functions and provide services to us. We may share your private personal information with such service providers subject to obligations consistent with this Privacy Policy and any other appropriate confidentiality and security measures, and on the condition that the third parties use your private personal data only on our behalf and pursuant to our instructions.

5.3. **Payment Processors.** We share your payment information with payment services providers to:

- (a) Process payments;
- (b) Prevent, detect and investigate fraud or other prohibited activities;
- (c) Facilitate dispute resolution such as chargebacks or refunds;
- (d) For other purposes associated with the acceptance of credit or debit cards. We may share your credit or debit card number with payment services providers or card networks to monitor card transactions at participating merchants and track redemption activity for the purposes of providing card-linked services.

5.4. **Authorized Personnel.** Our employees, agents, consultants, contractors, or other authorized personnel, may have access to user information as necessary in the normal course of our business.

5.5. **Business Transfers.** In some cases, we may choose to buy or sell assets. In these types of transactions, user information is typically one of the business assets that is transferred. Moreover, if the Service or Symmpl, or substantially all of its assets, were acquired, liquidated, or dissolved, user information would be one of the assets that is transferred.

5.6. **Government, Law Enforcement or Third Parties.** We may disclose any information, including, without limitation, Personal Information that we deem necessary, in our sole discretion and without your prior permission, to comply with any applicable law, regulation, legal process or governmental request. We also may exchange information, including, without limitation, Personal Information, with other companies and organizations to protect the rights, property, or safety of Symmpl and its affiliates, personnel, users, third parties, or others. We reserve the right to disclose a user's Personal Information if we believe, in good faith, that the user is in violation of the Terms of Service, even without a subpoena, warrant or other court order.

5.7. **Social Media Networks.** We may include applications or widgets from social media networks that allow interaction or content sharing by their users. These widgets, such as a Facebook "Share" or "Like" button, are visible to you on the web page you visit. Integration between the Service and social media networks such as Facebook, Twitter and others may allow social media networks in which you participate

to collect information about you, even when you do not explicitly activate the network's application or widget. Please visit the applicable social media network's privacy policy to better understand their data collection practices and choices they make available to you. The privacy policy of the social media network controls the collection, use and disclosure of all personal information transmitted to that network.

**5.8. Push Notifications.** We may occasionally send you push notifications through our mobile applications to send you updates and other Service related notifications that may be of importance to you. You may at any time opt-out from receiving these types of communications by turning them off at the device level through your settings.

**6. Choice and Opt-Out.** We provide you the ability to exercise certain controls and choices regarding our collection, use and sharing of your information.

**6.1. Choice.** In accordance with local law, your controls and choices may include:

- (a) You may correct, update and delete your account information, as described below;
- (b) You may change your choices for subscriptions and newsletters;
- (c) You may choose whether or not to receive offers from us;
- (d) You may choose whether you received targeted advertising from us or our partners.

**6.2. Opt-out.** We may also use tracking technologies to collect information about your visits over time and across third-party services or other online services. The Network Advertising Initiative (the "NAI") is a cooperative group of ad serving providers. The NAI has developed a set of privacy principles to which its members adhere. The NAI is committed to providing consumers with clear explanations of Internet advertising practices and how they affect you and the Internet generally. For more information about the NAI, third party ad servers generally and the opt-out options offered through the NAI, visit <http://www.networkadvertising.org/index.asp>.

**6.3. Accessing and Correcting Your Information.** If you have an account, you can help ensure that your contact information and preferences are accurate, complete, and up to date by logging in to your account or by emailing us at [legal@symmpl.com](mailto:legal@symmpl.com). For other personal information we hold, we will provide you with access for any purpose including requesting that we correct the data if it is inaccurate or delete the data if we are not required to retain it by law or for legitimate business purposes. We may decline to process requests that are frivolous/vexatious, jeopardize the privacy of others, are extremely impractical, or for which access is not otherwise required by local law.

## **7. Security of Your Information.**

**7.1. Security Measures.** We have put in place physical, electronic, and managerial procedures designed to help prevent unauthorized access, to maintain data security, and to use correctly the information we collect online. These safeguards vary based on the sensitivity of the information that we collect and store.

**7.2. No Security Guarantees.** Although we take appropriate measures to safeguard against unauthorized disclosures of Information, we cannot assure you that Information will never be disclosed, altered or destroyed in a manner that is inconsistent with this Privacy Policy.

**8. Children Under The Age of 13.** We do not collect or solicit any information from anyone under the age of 13 or allow people under the age of 13 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 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 information from or about a child under 13, please contact us at [legal@symmpl.com](mailto:legal@symmpl.com).

**9. California Privacy Rights and Do Not Track Disclosures.** If you are a California resident, you may have certain additional rights.

**9.1. Privacy Rights.** California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your Personal Information by us to third parties for the third parties' direct marketing purposes. California Business and Professions Code Section 22581 permits registered users who are minors to request and obtain deletion of certain posted content. To make any such requests, please email us at [legal@symmpl.com](mailto:legal@symmpl.com) or contact us at the address below.

**9.2. Do Not Track Disclosures.** California Business & Professions Code Section 22575(b) (as amended effective January 1, 2014) provides that California residents are entitled to know how we respond to "Do Not Track" browser settings. We do not currently take action to respond to Do Not Track

signals because a uniform technological standard has not yet been developed. We continue to review new technologies and may adopt a standard once one is created.

**10. Users From Other Jurisdictions.** By using the Service, you acknowledge that you accept the practices and policies outlined in this Privacy Policy and consent to having your data transferred to and processed on computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those in your jurisdiction. If you do not accept this Privacy Policy, please do not use the Service. The Service is controlled and operated by Symmpl from the United States. If you are not a resident of the United States or you are located outside the United States and choose to use the Service or provide information to us, please note that we will transfer the information, including Personal Information, to the United States and process it there. Your acceptance of this Privacy Policy, followed by your submission of such information represents your agreement and consent to that transfer. We do not represent or warrant that the Service, or any portion thereof, are appropriate or available for use in any particular jurisdiction. Those who choose to access the Service do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. You also are subject to United States export controls in connection with your use of the Service and are responsible for any violations of such controls, including, without limitation, any United States embargoes or other federal rules and regulations restricting exports. We may limit the availability of the Service, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion.

**11. Contact Information.** If you have any questions, feedback or to report a violation regarding the Privacy Policy, you may email us at [legal@symmpl.com](mailto:legal@symmpl.com) or contact us by mail addressed to:

Symmpl, Inc.  
344 Arno way  
Pacific Palisades CA 90272  
United States