

AINTU PRIVACY POLICY

Last updated January 1st, 2020

1. Introduction

This Privacy Policy ("Policy") summarizes the various ways that Aintu, Inc., and other affiliated and related companies ("Aintu" or "we" or "us") use the information you provide to us or we gather while you access or use the Web sites of Aintu, including RingRing.com (collectively, "Sites"), our RingRing mobile applications ("App"), our transaction verification system ("TVS") and our related sites and online services (collectively, the "Services"), whether via mobile devices, on personal computers, or otherwise ("Device"). It is our goal to provide you with information that is tailored to your individual needs and, at the same time, protect and respect your privacy.

Please read this Policy carefully. Your access to or use of any part of the Services will constitute your notice about and consent to our collection, use, and disclosure of your information in accordance with this Policy. If you do not wish for us to collect, use, and disclose your information in accordance with this Policy, please do not access or use the Services. This Policy does not cover information collected elsewhere.

2. Updates

We may update this Privacy Policy to reflect changes to our information practices. If we make any material changes, including changes to how we share personal information, we will notify you by email or by providing notice on or through the Services prior to the change becoming effective.

3. What Information Do We Collect And Use?

(a) Information You Provide

"Personal Information" means information that can be used on its own or with other information to identify, locate, or contact a specific individual. If you create any type of account, download software such as the App, or participate in certain activities on the Services (such as shopping basket, personalized offers, loyalty rewards, surveys, sweepstakes, contests, or other promotions), we may ask you to provide us with Personal Information or collect such Personal Information that can be used to specifically identify, locate, or contact you, such as: your name, email address, pin code, postal mailing address, or telephone number. You may also have the option of providing us with other information about yourself or your household that may be associated with information that identifies you, such as payment card number, retailer loyalty card number, age or date of birth, gender, interests, product purchase information or receipts, pin code, and product or content preferences (including saved offers and content favourites). In some cases, if you decline to share Personal Information with us, then we may not be able to provide you with certain Services, and you may not be eligible for certain offers, rewards, sweepstakes, contests, or other promotions.

(b) Information Automatically Collected As You Access and Use the Services

When you use or interact with the Services in any way, we may use cookies, web beacons, pixel tags, log files, local storage, and other similar mechanisms to automatically collect information, including:

- Your activity and interests on the Services (such as products purchased or sold (with or without availing any offers), offers viewed or redeemed, searches performed and features accessed);

- Operating system, web browser information, and Device attributes;
- Inbound-referral and outbound websites;
- Your internet protocol (“IP”) address;
- How you interact with offers, advertisements and other content available on or through the Services;
- The dates and times that you visited or used the Services, or requested certain services or transactions;
- Location information and pin code; and
- Advertising identifier associated with your mobile device.

An anonymous identifier or Personal Information may be associated with the information collected using cookies and similar technologies. If you are accessing the Services from a mobile device, see Section 3.e for additional automatically collected information.

Device Information and Identifier. When you use our Services or install on your computer or other device our mobile applications, we may collect and store information about that device that helps us manage our products and services, deliver a more customized experience for you, and detect and prevent fraud.

Cookies and Web Beacons. A cookie is a small text file or identifier. When you visit a Site, we may store one or more cookies or other similar information on your device. We use cookies for the purposes described in Section 4, including for advertising. We may use both session cookies and persistent cookies. A persistent cookie remains after you close your browser and may be used by your browser on subsequent website visits. These persistent cookies can be removed, but each web browser is different. Please review your browser’s settings to learn how to manage your cookies. Our Services may also use web beacons (also known as clear gifs or pixel tags), which are tiny graphics with unique identifiers that are placed in the code of a webpage.

Third-Party Cookies and Similar Technologies. We may allow third-party companies to use cookies, pixels or other similar technologies on our Services to collect and use non-personally identifiable information (e.g., hashed data, click stream information, browser type, time and date, subject of advertisements clicked or scrolled over, content viewed, search terms, location of the device, a cookie identifier, communication type (broadband or dial-up), and browser-related properties). These third parties include advertisers, service providers, affiliate-marketing networks and other companies with whom we partner to provide certain offers, promotions or features available on or through our Services or third party properties, or to display advertising on the Services or third party properties. Such third parties may use cookies to provide advertisements about goods and services likely to be of greater interest to you, to track off-Site transactions and to assist us in providing, evaluating, and improving the Services and our other products and services. Further, such third parties may use information they directly collect from you in combination with information we provide (as described in Section 5) or information they collect from another source. In some cases, we may not have access to or control of the third-party tracking technology.

Log Files and Local Storage (HTML5/Flash Cookies). As is true of most websites, we gather certain information automatically and store it in log files. This information may include product purchase information, IP addresses, browser type, internet service provider (“ISP”), referring/exit pages, operating system, date and time stamp, and clickstream data. We use this information to manage and

operate our products and services, to offer you more personalized content and advertising, and for the other purposes described in Section 4 below.

Certain Services may use local shared objects, such as Flash cookies, and local storage, such as HTML5, to store content information and preferences. Third parties may also use Flash cookies or HTML5 to collect and store information.

Analytics. We may use our own and third party tracking and analytics tools to better understand who is using our Services and how they are using them. These tools may use cookies and page tags to collect information such as time of visit, pages visited, time spent on each page of the website, IP address, product information and details of purchase and sale, store information, and type of operating system used.

(c) Information From Third Parties

We may receive information from third parties about you, including Personal Information, cookies and other identifiers that do not personally identify you, and information about in-store and online transactions including but not limited to product purchase information on TVS. We may use this information to administer the applicable program or Service, to offer you more personalized content and advertising, and for the other purposes described in Section 4 below.

(d) Information You Provide About a Third Party

We may ask you if you wish to tell someone else about our Services, or allow us to email or send a promotion to them. We may ask to get access to your phone contacts, social media contacts or other contacts. We may ask you for that person's name and contact information such as email address, messenger name or mobile number. We will use the information you provide to send to that person the referral, such as an email inviting him or her to the Services you recommended. We do not share this email, messenger name or mobile number with any third party, other than those third party service providers used to transmit the referral, without that person's consent.

(e) Information From Use Of Our Mobile Applications and Websites

In addition to other information described above, when you download or use our App, or access the Services through a mobile device, we may automatically collect information about your location and your mobile device, including your operating system, device type, and device identifier. We may collect and store information about the device such as but not limited to AdID and IDFA. We may also request access to the device storage, microphone, speaker and camera, and permission to send you push notifications. You may decline to provide location information, storage, microphone, speaker and camera access, and push notification permission at any time using your mobile device's system settings. If you decline to provide such access, certain features of our Services may be disabled. Please consult your mobile device's instruction manual for additional information about controlling system and application settings.

Mobile Analytics. We use mobile analytics software to allow us to better understand the usage and performance of our mobile software on your phone. This software may record information such as how often you use the App, the events that occur within the App, usage, performance data, and where the App was downloaded from. We may link the information collected by the analytics software to either an account identifier, or a device advertising identifier.

4. How We Use Your Information

We may use information that we collect for the following purposes:

- Deliver, operate, maintain, and improve the Services and future products and services;
- Communicate with you about the offers, advertisements, and other content found on and off our Services, including based on your interests and activity;
- Process and facilitate offer access, loading, redemption and delivery activity;
- Manage and store offer lists;
- Monitor and improve marketing and promotional campaigns and efforts;
- Provide you with a personalized experience on and off the Services, including targeted advertisements and promotions;
- Anonymize and aggregate information for different purposes, such as website traffic flow analysis, usage analysis, product development, market analysis, case studies, reports, insights, and marketing;
- For administrative purposes, such as customer service and sweepstakes administration;
- To comply with our legal obligations, resolve disputes, and enforce our agreements;; and
- Share information as described in this Privacy Policy.

We may combine information about you collected across different Services and devices, and we may combine information we obtain with information obtained from third parties. We may make inferences based on this combined information, such as product preferences, interest in offers and discounts and other interests. We retain all information we collect about you for the period necessary to fulfil the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law.

5. When We Share Information

(a) We may share Personal Information and other information collected or obtained about you with our affiliates (subsidiaries or other companies owned or controlled by Aintu). In all cases, the affiliates will only be able to use the information as set forth in Section 4 above.

(b) We may work with other companies to operate, maintain and deliver the Services and the content, services and features available on and off the Services, including to provide personalized offers and advertisements, for contests and sweepstakes, and to communicate with you by email, the App or SMS text message. In such circumstances, those companies will have access to the information needed to provide the applicable service, content or feature.

(c) We may share Personal Information with other companies with your consent or as part of a specific program or feature provided in partnership with a third party. If you choose to participate in such program or feature, we authorize those third parties to use your Personal Information. For example, we make offers on or through our Services that require you to fill out an advertiser survey in order to receive the coupon. If you choose to participate in the survey, then we will share the information you provide with the advertiser who provided the survey. You may also be given the option to sign up for promotional emails from a third party. In order to fulfil your request, we will provide your email address to the applicable third party. In addition, we may share your Personal Information with third parties to obtain associated information, including cookies and other identifiers that do not personally identify you, and for marketing on our behalf. You may receive additional benefits and customized offers by allowing partners to have access to your Personal Information. In such cases, the third party

would be restricted from using your Personal Information for other purposes not associated with our Services without your consent.

(d) We may share information that does not specifically identify an individual, and cannot be used to contact or locate a specific individual (such as a cryptographic hash of an email address, certain cookies, age, gender, household income, interests, geographic location, coupon activation and redemption data, purchase data, and other automatically collected information) with third parties for advertising and promotional use. A third party may match such information with information you have previously provided to that party, or other information that party has obtained. We also may share information that does not specifically identify you with third parties that use cookies or other similar technologies on our Sites so that they can tailor advertisements or offers to your apparent interests and deliver those advertisements or offers to you while you are either using our Services or on third-party websites. For example, if you use a pet food offer, then we may conclude that you have a pet and show you a pet care supply advertisement instead of a random advertisement or send you pet associated offers.

(e) We may aggregate Personal Information and share such aggregated information with third parties. We may also share such aggregated information publicly to provide information about general use of our Services.

(f) In the event that we are acquired by or merged with a third-party entity, we reserve the right, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. You will be notified by email or a prominent notice on our Services of any change in ownership or uses of your Personal Information, as well as any choices you may have regarding your Personal Information.

(g) We may share information about you if required to do so by law or in the good-faith belief that such action is necessary to comply with local or national laws or to respond to a court order, judicial or other governmental subpoena or warrant, or in the event of bankruptcy proceedings. For example, where required by law, we will publicly disclose information about the winners of sweepstakes and contests. We also reserve the right to share information when we believe, in good faith, it is appropriate or necessary to protect us or the third parties we work with from fraudulent, abusive, or unlawful uses, investigate and defend ourselves against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Services, and to protect our rights, property, or safety and those of the third parties we work with.

6. Your Choices

User Accounts. If you registered an account with us, you may modify or correct your Personal Information and preferences at any time by logging into this account or by contacting us at privacy@aintuinc.com. We will respond to you within 30 days from the date you contact us. If there is Personal Information that we cannot fully modify or delete upon your request, we will provide you with any available options.

Emails. You can opt-out of marketing coupon email alerts and other emails such as newsletters by following the instructions included in our emails to you, or by contacting us at privacy@aintuinc.com. Please note that if you opt out from all promotional emails, we may still send you transactional or administrative messages as well as promotional offers.

Interest-Based Advertising. Our Ad Partners, vendors and other third parties may track your online activities and collect information for use in providing content, offers and advertising tailored to your interests.

You can also generally opt-out of receiving personalized ads from third party advertisers and ad networks who are members of the Network Advertising Initiative (NAI) or who follow the Digital Advertising Alliance's (DAA) Self-Regulatory Principles for Online Behavioural Advertising by visiting the opt-out pages on the NAI website and DAA website.

If you opt out of behavioural advertising, you will still see online advertisements served on our behalf, but those advertisements will not be personalized to your interests. The opt-out mechanism above must be set separately for each browser you use. If you delete the cookies in your browser, your advertising preferences will be reset for that browser, and you will need to opt out again.

7. Registration via Third Party Accounts and Social Media Sharing

You may be given the opportunity to register with us via third party accounts such as Facebook. These services will authenticate your identity and may provide you the option to share certain information (such as your name and email address) with us. We may store the information you provide us through such accounts and combine it with other information, including Personal Information. Disabling your Facebook or other such account may not terminate your account with us.

Our Services may also include social media features, such as sharing widgets provided by Facebook, Twitter, Google, and others. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our Services. Your interactions with these features are governed by the privacy policy of the company providing them.

8. Community Forums/Blogs; User-Generated Content

We may in the future offer features that allow users to post comments, photos, video and other user-generated content to public areas within the Services ("Community Forums"). By default, when you post content to a Community Forum, it is public. In addition, your account name and photo may be associated with the content, and if so, may be displayed publicly. Your user profile may also link to your public profile from a third party account if you registered with us through Facebook or other such service. Please take special note that your user profile and any user-generated content that you post, including any Personal Information, are intended for public consumption, will be publicly accessible and will not be considered confidential. We may display user-generated content on our Services, including comments, and we or our users may share such content with third party sites and services. In some cases, we may not be able to remove your Personal Information, in which case we will let you know if we are unable to do so and why.

9. Our Commitment to Data Security

The Services may use various physical, electronic, and administrative procedures to safeguard the confidentiality of your Personal Information. Additional security measures, such as Secure Sockets Layer ("SSL") or other technology, will be used if you engage in financial transactions on our Services. However, as no security measures are perfect or impenetrable, we cannot guarantee the security of any information you transmit to us. By using the Services, you agree that the Company will have no liability for disclosure of your information due to errors in transmission and/or unauthorized acts of third parties.

If you are a California resident, effective January 1, 2020 you have the following additional rights:

- **Right to Know.**
 - You have the right to request information about the categories and specific pieces of personal information we have collected about you in the preceding 12 months, as well as the categories of sources from which such information is collected, the purpose for collecting such information, and the categories of third parties with whom we share such information.
 - You have the right to request information about our sale or disclosure for business purposes of your personal information to third parties.
- **Right to Request Deletion.** You have the right to request the deletion of your personal information.
- **Right to Non-discrimination.** You have the right to not be discriminated against for exercising any of these rights.

Only you, or a person you designate to act on your behalf, may make a verifiable consumer request related to your personal information. We may request that your authorized agent have written authorization to make the request on your behalf and may need to verify the authorized agent's identity.

In some instances, you may be requested to verify your identity prior to access or deletion of your personal information such as a government issued ID. Once identity has been verified, the request will proceed.

If you would like to exercise one or more of the above rights, please contact us at privacy@aintuinc.com.

10. Our Commitment To Children's Privacy

The Services are not designed for use by anyone under the age of 13, and any use or access of the Site by anyone under the age of 13 is strictly prohibited. In addition, if you are under the age of 18, parental supervision to use the Services is required.

11. Special Notice to Users Outside The United States of America Regarding International Transfers

The Internet is a global environment and Aintu is an international business with headquarters in the United States of America ("U.S.") and so the personal information it collects about you may be processed in any of the countries where Aintu, its service providers or business partners operate, including the U.S. The data protection laws of these countries may be different to the laws of the country where you are resident, but Aintu will protect your personal information strictly in accordance with this Privacy Policy at all times, wherever it is processed. Therefore, by using our Services and communicating electronically with us, you acknowledge and agree to our processing of your information in this way.

12. Communication with Company

In the event you wish to report a breach of the Privacy Policy, you may contact the designated Grievance Officer of the Company at:

Chief Privacy Officer
Aintu, Inc.
530 Lakeside Drive, Suite 170
Sunnyvale, California, 94085, USA

Email address: privacy@aintuinc.com