

## ACCEPTABLE USE POLICY

This is a legal agreement ("Agreement") between you and 16TECH, LLC, an Indiana Corporation, the operator ("Operator") of this Wi-Fi location ("Location") governing your access to, and use of, this Wi-Fi Service (the "Service"). All users are required to log-in to the Service individually and agree to all terms and conditions of this Agreement before use of the Service. The terms and conditions of this Agreement include limits on how the Service can be used and other provisions that limit the Service's liability to you.

BY CLICKING YOUR ACCEPTANCE, OR BY ACCESSING OR USING THIS SERVICE, YOU REPRESENT THAT YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. If you do not agree to or understand this Agreement, then you may not use or access this Service. By using this Service you warrant and promise, that you have the legal capacity to enter into this Agreement (i.e., that you are at least 18 years of age and have the full capacity to be legally bound by contract – if you are not 18 you cannot use the Service unless a parent or legal guardian accepts this Agreement on your behalf). In consideration of your use and access to this Service and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), you agree that this Agreement is the joint and several benefit of the Operator and owner of the property on which the Service is provided (the "Venue"), and all of their affiliates, franchisees and any of their respective service providers. Operator and Venue (as applicable) shall have the right to enforce the terms of this Agreement. "Third Party Provider" as used in this Agreement means the third party provider of Operator providing the Service (if any). The Operator, Venue and Third Party Provider (if any), are collectively referred to as the "Wi-Fi Providers".

1. ACCESS. When accessing the Service at a participating Venue, acceptance of this Agreement will be required at the beginning of each session or alternatively by a one-time, binding acceptance of this Agreement. In locations where a one-time, binding acceptance is available to you, this Agreement as then in effect shall apply in full every time you access the Service, whether or not you are required to subsequently indicate your acceptance of this Agreement or not. If you access this Service by means of a one-time, binding acceptance of this Agreement and the terms and conditions of this Agreement are modified or updated subsequent to the time you previously accessed the Service, you will be deemed to have agreed to any modifications and updates even if you are not required to indicate acceptance of the modified and updated Agreement before further access to the Service is granted. In the sole discretion of the Wi-Fi

Providers, if the Agreement has been modified or updated, you may be asked to agree to the modification and updates before you are allowed to further access the Service. There may be time limits and delays associated with access to the Service in any Venue and/or in connection with access to the Service with certain devices. The Service may not be compatible with any particular virtual private network and/or with all software packages, applications, devices, or configurations. Unless otherwise noted, there are no fees charged by WIFI Providers to use the Service, however there may be data usage or other types of fees owed by you to your mobile carrier arising from, or in connection with, your use of the Service, for which the Wi-Fi Providers have no responsibility. The Service may not be used by those under the age of 13. The Service is intended for individuals 18 years of age or older with the legal capacity to enter into a binding contract.

2. CONSENT TO MONITORING. THE WI-FI PROVIDERS RESERVE THE RIGHT TO,

AND YOU ACKNOWLEDGE AND CONSENT, THAT THE WI-FI PROVIDERS MAY (BUT ARE NOT REQUIRED TO) MONITOR YOUR COMMUNICATIONS AND ACTIVITIES VIA THIS SERVICE (INCLUDING ANY CONTENT) DURING TRANSMISSION, AND IN CONNECTION WITH ACCESS AND THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION INFORMATION ABOUT DEVICES THROUGH WHICH YOU ACCESS THE SERVICE (INCLUDING WITHOUT LIMITATION DEVICE TYPE AND DEVICE MEDIA ACCESS CONTROL IDENTIFICATION INFORMATION), USAGE TIMES, LOCATIONS, AND VOLUME. THE WI-FI PROVIDERS MAY USE AND DISCLOSE ANY SUCH INFORMATION FOR PURPOSES OF ADMINISTERING THE SERVICE AND PROVIDING SERVICE FUNCTIONALITY, ANALYZING USAGE, ENSURING YOUR COMPLIANCE WITH THIS AGREEMENT, APPLICABLE LAW, IN COOPERATION WITH LEGAL AUTHORITIES, AND AS OTHERWISE REQUIRED TO PROTECT THE WI-FI PROVIDERS' RIGHTS, PROPERTY AND INTERESTS, AND THE RIGHTS OF OTHER USERS.

3. UNAUTHORIZED AND AUTHORIZED USE OF SERVICE. You agree that you are fully responsible for your activities while using this Service (including for any content, information and other materials you access or transmit via this Service), and that you shall bear all risks from accessing any content, information and other materials arising from, or in connection with, the Service. You agree not to use the Service to engage in any Prohibited Conduct. Broadly stated, "Prohibited Conduct" is any conduct that is unlawful, infringing such as downloading copyright protected material, video, audio or other material without the owner's permission, or tortious conduct of any type that is intentionally harmful to an individual or entity, or conduct that negligently or knowingly puts an individual or entity at risk, or any other online conduct that a reasonable individual would or should know would violate another party's intellectual property rights, privacy rights or any

other rights; or conduct that otherwise interferes with the operation of, use of, or enjoyment of, any service, system or other property by Wi-Fi Providers, users or others.

By way of illustration and not limitation, Prohibited Conduct includes using this Service to:

- (i) intercept, divert or otherwise interfere with any communication, (ii) violate the security or integrity of, or gain unauthorized access to, the Service or any other service, system or communication, engage in any activity in the nature of hacking or port scanning, or engage in any activity that is in the nature of a "denial of service" attack or otherwise affect/interrupt or attempt to affect/interrupt the operation of the Service in any manner;
- (ii) impose an unreasonable or disproportionately large load on any networks, systems or infrastructure; (iii) send "spam", chain letters, or other unsolicited communications to any party; (iv) create a "mail drop" for such communications, or engage or permit e-mail relay services (e.g., "open mail relay"); (v) "spoof" or otherwise impersonate any other party, falsely stating or otherwise misrepresenting your identity or affiliation in any way, or forge, delete or alter any part of TCP/IP packet header or sender identification information in any communication; (vi) commit fraud; (vii) harass, or threaten any party or person, advocate or otherwise encourage violence against any government, organization, group, individual or property, or provide instruction, information, or assistance in causing or carrying out such violence; (viii) disseminate information or data that contains any computer virus, or any viruses, Trojan horses, or other code or programming or material designed to or intended to damage, interfere with, intercept, interrupt, destroy, limit the functionality of or expropriate any computer hardware, software, system, data or personal information; (ix) send or receive any material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortious, harassing, hateful or otherwise objectionable or unsafe; (x) send or receive any material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability; (xi) send or receive material containing defamatory, false, or libelous material; (xii) send, receive, download or print any material, audio, video or otherwise, that infringes or violates any intellectual property rights, or other right, of any entity or person, including, without limitation, copyrights, patents and/or trademarks, laws governing trade secrets and proprietary information, rights to privacy, or publicity; (xiii) send or receive any material that you do not have a right to make available under law contractually (for example, it was not paid for) or which is held under fiduciary relationships; (xiv) engage in conduct that would expose Wi-Fi Providers or you to civil or criminal liability or imperil the safety of any other user; (xv) engage in any activity that violates any local, state, United States or applicable international law or regulation, (xvi) engage in any activity that is harmful to minors, or permit a minor to use this Service to access any content intended for adults; or (xvii) assist

others in engaging in Prohibited Conduct. This list of Prohibited Conduct is meant to serve as examples of Prohibited Conduct and is not intended to be and shall not be construed to be exhaustive, therefore Wi-Fi Providers have discretion to treat similar or other conduct it determines to be harmful as Prohibited Conduct. Wi-Fi Providers require and expect that you will be a good Internet citizen and use reasonable judgment when using the Service. You are not authorized, and you agree not, to resell, rent, lease, charge a fee for, re-distribute or re-broadcast any aspect of the Service, whether for profit or otherwise. You accept that your entitlement to use the Service is for your personal use only and that you shall not be entitled to transfer your use of the Service to any other person or entity, or allow any other person to make use of the Service or of any username or password or right supplied to you in connection with the Service.

4. **PRIVACY POLICY AND COOKIE POLICY.** Personal data submitted in the registration process for the Services and through your use of the Service is subject to Operator's Privacy Policy, and incorporated herein by reference, and which may be amended from time to time. Likewise, the Cookie Policy setting forth when Cookies may be used in connection with your use of the Service is subject to Operator's Cookie Policy, and incorporated herein by reference, and which may be amended from time to time.

5. **INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless the Wi-Fi Providers, and their respective affiliates, officers, directors, shareholders and employees, from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or resulting from your breach of any provision of this Agreement or any warranty, representation or acknowledgement you provide herein, or otherwise arising in any way out of your use or unauthorized use of the Service, including, but not limited to, using the Service for Prohibited Conduct. Wi-Fi Providers reserve the right to take exclusive control and defense of any such claim otherwise subject to indemnification by you, in which event you agree to and will cooperate fully with Wi-Fi Providers in asserting any available defenses.

6. **CONSEQUENCES OF UNAUTHORIZED USE.** Wi-Fi Providers are under no obligation to monitor the Service for any reason but may do so from time to time. Without limiting any other available right or remedy, Wi-Fi Providers reserve the right to, and you agree that Wi-Fi Providers shall have the right to: (i) take such actions as each of the Wi-Fi Providers deems, in its sole discretion, to be appropriate to protect against violations of this Agreement, including Prohibited Conduct, or abuse of the Service and to otherwise protect its interests

and those of other users (e.g., removing, destroying or otherwise making unavailable offending material, temporary or permanent filtering, blocking access, and suspending or terminating service); and (ii) Investigate, and involve and cooperate with, appropriate authorities regarding any actual or suspected illegal or unauthorized activities involving this Service. You agree that you will be liable to Wi-Fi Providers for any damages incurred or amounts that are required to be paid by Wi-Fi Providers that arise out of, or are related to, your violation of this Agreement from any or all unauthorized use of the Service, including, without limitation, damages paid to third parties, cost of repairs or replacements, reasonable attorneys' fees and costs of enforcement.

#### 7. PERSONAL RESPONSIBILITY FOR YOUR SAFETY, SECURITY AND PRIVACY.

Although safety, security and privacy are important to Wi-Fi Providers, you understand and agree that you shall have no expectation of safety, security or privacy arising from, or in connection with, your use of the Service. You acknowledge and agree that there are safety, privacy and security risks associated with the use of wireless communications and the Internet in general, and you acknowledge and agree that Wi-Fi Providers make no assurances that your communications or activities while using the Service, or your use of any information or data obtained by you by accessing this Service will be (or will remain) safe, private or secure, and you further agree that Wi-Fi Providers assume no responsibility for your personal safety, security or privacy. To the fullest extent allowed by law, you agree that you, and not Wi-Fi Providers, are solely responsible for your own safety, privacy and security arising from, and in connection with, your using this Service, the accuracy or completeness of any information or data obtained by you via the Service, and for implementing any protections you deem to be appropriate to protect and secure your privacy, and your activities, hardware, software, network and systems. In all regards, you are solely responsible for maintaining the confidentiality of, and for all activities that occur under, your account(s), username(s) and password(s).

8. DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT THIS SERVICE IS PROVIDED SOLELY AS A CONVENIENCE TO YOU, "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE". YOU FURTHER ACKNOWLEDGE AND AGREE THAT Wi-Fi PROVIDERS DISCLAIM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR BY LAW, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF: (i) MERCHANTABILITY, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) NON-INFRINGEMENT,

(iv) WORKMANLIKE EFFORT, (v) QUALITY, (vi) ACCURACY, (vii) TIMELINESS, (viii) COMPLETENESS, (ix) TITLE, (x) QUIET ENJOYMENT, (xi) NO ENCUMBRANCES, (xii) NO LIENS, (xiii) SYSTEM INTEGRATION, OR (xiv) THAT ACCESS TO OR USE OF THIS SERVICE OR ANY PART THEREOF WILL BE UNINTERRUPTED, ERROR OR DEFECT FREE, FREE OF VIRUSES OR OTHER HARMFUL CODE, OR SECURE, OR THAT PROBLEMS WILL BE CORRECTED, EVEN IF WI-FI PROVIDERS ARE ON NOTICE OF ANY SUCH PROBLEMS OR HARMS. YOU FURTHER AGREE AND UNDERSTAND THAT THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT; NO STATEMENTS, ADVICE OR INFORMATION GIVEN BY ANY OF THE WI-FI PROVIDERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS, SHALL CREATE ANY WARRANTY, GUARANTY, PROMISE, OR OTHER REPRESENTATION AS TO THE SERVICE IN ANY REGARD. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE DISCLAIMERS OF IMPLIED WARRANTIES, YOU AGREE THAT THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE EXTENT ALLOWED BY APPLICABLE LAW.

The Internet contains a variety of materials and information that may be offensive to you. You agree that you assume full responsibility and risk of use of the Service and the Internet, and that you are solely responsible for evaluating the suitability, appropriateness or legality of any informational content or other materials you may encounter online. Wi-Fi Providers may, but need not, provide screening of certain materials. Software products that enable screening of particular materials and information are commercially available and widely advertised in public media, including on the Internet and you agree that you at your option can protect yourself

during use of the Service.

#### 9. LIMITATION OF WI-FI PROVIDERS' LIABILITY. (a) YOU ACKNOWLEDGE AND

AGREE THAT THIS SERVICE IS PROVIDED "AS IS" AS A COMPLIMENTARY SERVICE, WHICH YOU ARE IN NO WAY OBLIGATED TO USE, SOLELY FOR

CONVENIENCE, AND USE OF THE SERVICE DOES NOT IMPOSE LIABILITY OF ANY KIND (OR IN ANY AMOUNT) ON WI-FI PROVIDERS, INCLUDING WITHOUT

LIMITATION, LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OR MISDIRECTION OF DATA, PAGES OR MESSAGES, OR OTHER SIMILAR DAMAGES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE, ITS FEATURES OR CONTENT, EVEN IF WI-

FI PROVIDERS ARE ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITIES OR DAMAGES, (b) YOU FURTHER AGREE THAT IF FOR ANY REASON ANY OF THE FOREGOING LIMITATIONS OF LIABILITY IS HELD TO FAIL OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED TO BE UNENFORCEABLE, THEN THE MAXIMUM AGGREGATE, CUMULATIVE LIABILITY OF Wi-Fi PROVIDERS ARISING OUT OF, OR RELATED TO, THIS AGREEMENT AND THE USE OF THE SERVICE SHALL NOT EXCEED THE LESSER OF (I) YOUR DIRECT DAMAGES (IF ANY), OR (II) FIFTY DOLLARS (\$50.00), (c) YOU AGREE THAT THE LIMITATIONS IN THIS SECTION SHALL BE DEEMED TO APPLY TO ALL CAUSES OF ACTION AND ALL LEGAL THEORIES, WITHOUT REGARD TO WHETHER THE

DAMAGES ARISE FROM: (i) BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, GROSS NEGLIGENCE, NEGLIGENCE, RECKLESSNESS, INTENTIONAL OR WILLFUL MISCONDUCT, OR OTHER TORTIOUS CONDUCT, (ii) DAMAGES FROM ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, ACCIDENT, MISUSE OR FRAUDULENCE, UNAUTHORIZED USE OF THIS SERVICE, USE OR LOSS OF USE OF DATA, DELAYS, NON-DELIVERY MISDELIVERY, BREACH OF SECURITY, LINE FAILURE OR SERVICE INTERRUPTIONS OR DUE TO INADVERTENT RELEASE OR DISCLOSURE OF INFORMATION SENT BY YOU EVEN IF THE SAME IS CAUSED BY WI-FI PROVIDERS' OWN NEGLIGENCE, OR (iii) ANY OTHER CAUSE OF ACTION, HOWEVER CATEGORIZED OR STATED.

10. CHANGE/TERMINATION OF SERVICE; UPDATES. You agree that Wi-Fi Providers may, at any time and for whatever reason change, terminate, limit or suspend the Service (in whole or in part) or your access to the Service. Upon any termination, your rights to use the Service will immediately cease. Wi-Fi Providers also reserve the right to update or revise this Agreement at any time without prior notice. Notwithstanding the foregoing right, your continued use of the Service following an update or revision to this Agreement signifies your acceptance of the updated or revised terms. Sections 4, 7, 8, 9, 10 and 11, and any other provisions that by their

nature should survive termination, shall survive termination of this Agreement for any reason.

11. NOTICE FOR COPYRIGHT INFRINGEMENT CLAIMS. Wi-Fi Providers respect the copyright and other intellectual property rights of others. We urge you to adhere to all applicable copyright and intellectual property laws. Wi-Fi Providers may disable or terminate any user and remove or modify any ability to obtain content through the Service in each Wi-Fi Providers sole discretion. If you believe you have a copyright infringement

claim resulting from material accessed via this Service, you may notify Wi-Fi Providers by providing the following information to 16Tech, as required by 17 U.S.C. § 512: 1. physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed; 2. Identification of the copyrighted work, or a representative listing of the copyrighted works, claimed to have been infringed; 3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to allow us to locate the material; 4. Information reasonably sufficient to allow us to contact you, including your address, telephone number, and if available, your electronic mail address; 5. A statement that you have a good-faith belief that the use of the material as described is not authorized by the copyright owner, its agent, or the law; and 6. A statement that the information in your notification is accurate, and under the penalty of perjury, that you are the owner, or are authorized to act on behalf of the owner, of an exclusive copyright right that is allegedly infringed. Wi-Fi Providers' general policy is to terminate relationships with any person or entity who repeatedly infringes the copyright rights of others.

12. MISCELLANEOUS. You agree that: this Agreement and your use of the Service shall be governed by (i) the laws of the State of Indiana, without regard to conflicts of laws principles, and each of the Wi-Fi Providers, shall have at all times the right to seek any injunctive or equitable relief available to it under applicable laws. You agree that the exclusive jurisdiction for all controversies or claims shall be (i) the federal and state courts in the State of Indiana in Marion County, and you agree that such courts will have personal jurisdiction over you in such matters through your use of the Service. You further agree that you may not seek any relief except in your own individual capacity. Further, you agree that any action you bring that arises from, or relates to, the Service must be initiated within one year from the relevant date of your access of the Service, and that no cause of action may be brought after that time. You agree that if any provision(s) of this Agreement is determined to be invalid or unenforceable under applicable law, then such provision(s) will be ineffective to the extent of such determination, and such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions of this Agreement and/or the spirit of this Agreement, and the remainder of this Agreement will continue and shall remain in full force and legal effect. Any failure by Wi-Fi Providers to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. You agree that this Agreement constitutes the entire agreement between you and Operator regarding its subject matter, and it supersedes any prior or contemporaneous agreements between you and Operator regarding its subject matter. Any amendment to this Agreement must be in writing. You agree that any notices



other than Notices of Copyright Infringement claims as described above given by you to Wi-Fi Providers must be given by or by certified mail, return receipt request to 16TECH This privacy policy (“Policy”) describes the information that 16TECH and any affiliated entities (“OPERATOR,” “we,” or “us” or “our”) collects on online services, tools or programs in connection with Wi-Fi Service (collectively, the “Service”), how we use such information, and when we share it with third parties. This Policy applies only to information collected via the Service. We may combine the information we collect through our Service with information that we receive in other contexts in which case we will treat the combined information in accordance with this Policy. This Policy is part of the Agreement (“Agreement”) for our Service and is incorporated by reference therein. By using the Service, you agree to this Policy. We may change or modify this Policy from time to time and will post the updated Policy with a “Last Updated” effective date of the revisions. Any changes or modifications will be effective immediately upon posting of the changes or modifications, and to the extent permitted by law you waive any right you may have to receive specific notice of such changes or modifications. Your continued access to or use of the Service after this Policy has been changed or modified (see Last Updated date above) signifies your acceptance of the updated Policy. As a result, you should frequently review this Policy and the Terms to understand the terms and conditions that apply to your access to, use of and/or participation in the Service. If you do not agree to the changed or modified Policy and Terms, do not use the Service.

## Information We Collect

OPERATOR collects both Personal Information and Other Information regarding users of the Service, either directly or through the activities of third-party suppliers and service providers (“Suppliers”). For purposes of this Policy, “Personal Information” is information that Operator can directly associate with a specific person or entity without additional information. “Other Information” is any information that is not Personal Information. We may combine Other Information with Personal Information, and in those circumstances we will treat the combined information as Personal Information.

The Personal Information that OPERATOR collects may include, for example:

- First and last name

- Date of birth
- Address
- Email address
- Phone number
- Financial payment details for purchases
- Device ID
- Usernames
- Passwords

For information about Other Information we collect, please see the below portion of this “Information We Collect” section, as well as the “Usage Information” and “Third Party Analytics and Targeted Marketing” sections of this Policy.

OPERATOR collects Personal and Other Information from various sources that may include, for example:

- Information you provide directly when you use or otherwise interact for the Service, complete a survey, contact us through any Customer Care Center, provide feedback and/or submissions, make a press inquiry, or submit information through the Service.
- Information recorded as a result of your interaction with us, our Suppliers and/or use of the Service (including your location information and information about the device you are using) or through our marketing activities (see the “Usage Information” and “Third Party Analytics and Targeted Marketing” sections below).
- Information we collect about you from third parties in order to supplement our existing information about you. For example, your occupation, general geographic location, media and brand preferences, inferred interests, demographic information, purchase behavior, public online activities, and other information about you or your household.
- Information that is publicly available, for example information you submit to a blog, chat room or social media network like Facebook or Twitter.
- Information that your social media network provides to us if you connect your social media account by using the Service. For example, this may include your social media ID or username, name, email address, general location, friends list, and demographic

information such as gender or birthday/age. Note that certain of the information we receive may become part of your account(s) with OPERATOR and will be subject to this Privacy Policy.

- As described elsewhere in this Policy and the Terms, or at the time such information is collected. We may combine information we collect about you, and may combine information we collect about you with information we collect from other sources, for example, our advertisements that you see. See “Usage Information” and “Third Party Analytics and Targeted Marketing” sections of this Policy.

#### How We Use the Information We Collect

OPERATOR may use Personal and Other Information in a number of ways, for example:

- To help us better understand and serve our customers.
- To contact you by email, phone, text or other method regarding our products and services or our customer’s products and services.
- To provide you with, or otherwise respond to your submissions or requests for, information and/or services, including but not limited to providing e-newsletters, webcasts, text messages, push notices, marketing, and other programs.
- To provide Service functionality and administer the Service, including to let you sign up for an account, verify your participation in a service. Note that third-party information you provide may be maintained in connection with your submission.
- To send you promotional messages regarding new products or services, events, including but not limited to contests, sweepstakes and surveys, and special offers and marketing programs, which may include information about our customers, and/or other programs with which any of us or them are involved, and/or information about third party products, services, offers or programs.
- To invite you to participate in surveys. Survey responses received by OPERATOR may not be in an anonymous format and may be associated with your Personal Information.
- To provide other location-based services (such as certain push notifications) if you permit our Service to collect such information. If you do not want to share your precise location with us, you may adjust your location preferences on your computer or device.
- To enhance our customers’ and Service users’ experiences, on the Service.

- To conduct research and analysis and to otherwise measure the effectiveness of the Service,

and our (or third parties) online and offline marketing efforts, and to develop and implement products, services, and marketing programs. This may include combining Personal Information with Other Information and other Personal Information drawn from online and offline sources.

- To work with third parties to append data to our records or enable other parties to append Other Information to their records.

- To coordinate activities and communications with other communications and marketing programs conducted by us and/or third parties.

- For purposes of targeted or customized advertising or messaging to you, including as described in the “Third Party Analytics and Targeted Marketing” section below.

- To learn more about potential investors in our company.

- As otherwise described in this Privacy Policy or at the time such information is collected.

#### How We Share Information with Third Parties

We may share your Personal and/or Other Information with third parties as described in this Policy and for our business purposes including, for example:

- To our Suppliers who are performing services for us, including without limitation companies that host or assist in providing our Service, deliver communications on our behalf, or otherwise assist us with providing the Service to you.

- To our affiliates, franchisees, business units, Suppliers, consultants and agents, and to other third parties, including as part of our consideration of any franchise application.

- To third parties when you share information directly through the Service. For example, the Service may contain links to third-party websites that incorporate comments and social media features. The Service may contain a Facebook “like” button and a Twitter “follow” button. If you choose to use these features or other comment or sharing features provided through the Service, you may disclose your Personal Information not just to third-party websites and services, but also to their users and the public more generally. See the “Third-Party Sites” section below.

- To third parties to the extent that third parties operate plug-ins on the Service (such as the Facebook “like” button and the Twitter “follow” button). Even if you do not click on these plug-ins, they may collect information about you, such as your IP address and the pages that you view. They also may set and/or access a cookie. These plugins are governed by the privacy policy of the company providing them.
- To third parties in the event of a proposed or actual merger, acquisition, bankruptcy, financing, sale, or other transfer of some or all of our business or assets.
- To Suppliers and other third parties in aggregated and/or anonymous form, such as sharing aggregated statistics about users of the Service for OPERATOR’s, Supplier’s, and third party(ies)’ business purposes or otherwise.
- To third parties so they can tell you about their products, services, offers and programs.
- Pursuant to judicial or governmental subpoenas, warrants, or other like orders, to cooperate with other requests from government or law enforcement, and in other ways necessary to comply with applicable law, as well as to investigate, prevent, or take action regarding illegal activities, suspected fraud, violation of third-party rights, situations involving potential threats to the physical safety of any person, or any other similar situation, or violations of the Terms. We may also use and share Personal and Other Information to establish, protect, or exercise our legal rights or defend against legal claims. As otherwise described in this Privacy Policy, the Terms, and/or Program terms, or at the time such information is collected.

To learn about opting out of the sharing of your Personal Information, see the “Your Choices and Changing Your Information” section.

**Usage Information** Like most websites, apps and other like services, the Service gathers traffic patterns, usage information, and similar data. This usage data may identify you individually and we may associate it with Personal Information that we collect from you on the Service and as otherwise described in this Policy. (See the “Information We Collect” and “How We Use the Information We Collect” sections of this Policy and any applicable individual Program terms for more details.) We may use this data in aggregated form or share aggregated statistics about visitors to the Service with others outside of OPERATOR, and we may allow third parties to collect and aggregate Other Information through the Service and/or Supplier sites accessible from or through

the Service. We or our third-party Supplier may use cookies, pixels and web beacons (described below), device identifiers such as IDFA for iOS or Advertising ID for Android,

device location features or beacons, or other similar technology (“Tracking Technologies”), to enhance the browsing and usage experience on the Service and enable certain functionality related to our Service. The information captured about your activities on the Service will also make it possible for us, among other things: (i) to speed navigation and provide you with custom tailored content; (ii) to remember information you gave to us so you do not have to re-enter it each time you visit the Service; (iii) to target advertising as described in the “Third Party Analytics and Targeted Marketing” section below and monitor the effectiveness of certain of our marketing campaigns; (iv) to monitor total number of visitors, pages viewed, the web address you came from, and type of browser you are using; and (v) to enforce limitations on downloads described for online coupons and other similar offers. For example, the Service may use Google Analytics and/or other third party services to help collect and analyze certain information for the purposes

described in this Policy.

- “Pixels” or “web beacons” are lines of code used by a website or third-party ad server to cause a cookie to track a user’s activity on particular sites and/or using particular advertising/links, for example, to record that a user has visited a particular webpage or viewed a particular email, and to collect other information about that user on that site, including the IP address of the computer (and therefore infer information, such as geolocation), web pages being viewed, date/time viewed, and user activity on a particular page.
- “Cookies” are small files or records that are stored on your computer’s hard drive when you visit a website. To block cookies used on the Service, you can clear your browser(s) of all existing cookies and set your browser(s) to refuse cookies. The “help” functionality of your browser(s) will explain how to do this. If you refuse cookies, your experience on the Service, some Programs, and some of our online advertising may be affected — for example you may not be able to utilize all of the features on the Service.

### Third-Party Analytics and Targeted Marketing

**Analytics** We partner with third-party Suppliers to engage in analytics, analysis, auditing, measurement, research, and reporting, including without limitation based on Personal or Other Information collected over time, such as your activity on the Service, and your activity on unaffiliated third party sites, mobile apps, or other online services. Our Suppliers may use web logs or pixel tags, and/or they may set and access cookies or other Tracking Technologies on your computer or other device. For example, we may use Facebook, and/or other third party services to help collect and analyze certain information

for the purposes described in this Policy, including to evaluate our targeted marketing activities. Also see the “Targeted Marketing” section below. We may use this data in individual, anonymous and/or aggregated form, we may share anonymous

and/or aggregated information and/or statistics with others outside of OPERATOR, and we may allow third parties to collect and aggregate Other Information in connection with the use of Tracking Technologies. Your Personal information may also be used for analytics related to tracking your activities on the Service.

### Targeted Marketing

We and our Suppliers may implement and evaluate our marketing activities and programs, including to engage in targeted and personalized online advertising on the Service, on third-party websites, mobile apps, TV, or other online or offline services operated by third parties. This marketing may be targeted to you based on Personal or

Other Information collected over time, such as your activity on the Service, your activity on unaffiliated third-party sites, mobile apps, or other online services, other marketing activities and Programs, and/or from third parties with whom we work. We and our Suppliers, including without limitation Facebook, may use Tracking Technologies (as described under “Usage Information” above) to collect information for such marketing and evaluation purposes. We and our Suppliers may also identify whether our marketing activities and programs resulted in you engaging in other activities on our Service.

### Cross-Device Technologies

We and our Suppliers may use collected information to establish connections among related web browsers and devices (such as smartphones, tablets, computers, and TVs) for targeted advertising, analytics, attribution, and reporting purposes. We and/or our Suppliers may link your browsers or devices if you log into the same online service on multiple devices or if your devices share similar attributes that support an inference that they are used by the same person or household. This means that your online behavior (information about your activity on websites or apps on your current browser or device) may be combined with information collected from your other browsers or devices. For example, our Suppliers may use this information to deliver an ad on your tablet or smartphone, to limit the number of times you see an ad across your devices, and to help measure the effectiveness of advertising campaigns across devices.

### Opt-Out Choices

You may opt out of certain of our or our Supplier's targeted marketing practices in web browsers and mobile applications by following the instructions below. Please note that the opt-out will apply only to the specific browser or device from which you opt out. You will need to opt out separately on all of your browsers and devices. If you delete or reset your cookies or mobile identifiers, change browsers, or use a different device, any opt-out cookie or tool may no longer work and you will have to opt out again. Note that some Suppliers may also make their own optout process available. Please note that even if you choose to opt-out of receiving targeted advertising, you may still receive advertising— it just will not be tailored to your interests.

- **Web Browser Opt-Out.** To opt out in web browsers, please visit the Network Advertising Initiative Consumer Opt-Out Page at [www.networkadvertising.org/choices](http://www.networkadvertising.org/choices), and the Digital Advertising Alliance Consumer Choice page at [www.aboutads.info/consumers](http://www.aboutads.info/consumers). Our Service currently do not respond to Do Not Track browser signals, but some of our third-party Suppliers may permit you to opt out using Do Not Track functionality.

- **Mobile Application Opt-Out.** To opt out in mobile apps, please download the Digital Advertising Alliance's AppChoices tool at [www.aboutads.info/appchoices](http://www.aboutads.info/appchoices) and adjust the advertising preferences on your mobile device. For example, to adjust your advertising preferences in iOS, visit Settings > Privacy > Advertising > Limit Ad Tracking; to adjust your advertising preferences in Android, visit Settings > Google > Ads > Opt out of interest-based ads.

## Children's Privacy

The Service are not directed toward children under the age of 13, and we do not knowingly collect any Personal Information from children under the age of 13. If you are between the ages of 13 and 18, please ensure that you use the Service with the permission of a parent or guardian. You must be 18 or older to use the Service.

## Security and Cross-Border Transfer of Your Information

OPERATOR maintains reasonable physical, electronic, and procedural safeguards to protect your Personal Information. Unfortunately though, we can't guarantee that any safeguards or security measures will be sufficient to prevent a security problem. If you believe your account(s) have been compromised, please immediately contact us by



accessing our Customer Care Center and take immediate action to remove any credit card or other payment information associated with your account(s). Email submissions over the Internet may not be secure, so please do not include any sensitive or confidential information in your message to us. Personal and Other Information may be transferred to and stored on computers and servers located in the United States and other countries located outside your country of residence. The laws of these countries may not offer a level of privacy protection for Personal Information as great as that offered in your country of residence. Further, Personal Information might be disclosed to governments or law enforcement agencies in these countries where required by law.

By agreeing to this Policy, using the Service, and/or sharing your Personal Information with us you consent to such transfer.

### Your Choices and Changing Your Information

We provide you with the ability to review or change certain of your Personal Information and make certain choices about how we use or share Personal or Other Information. You may review, change, or exercise choice regarding certain of your Personal or Other Information as follows:

- To update, verify, or delete certain of your Personal Information, please edit the applicable account.
- To opt out of certain analytics tracking, online advertising and third-party tracking, see the “Usage Information” and the “Analytics” and “Opt-Out Choices” subsections of the “Third Party Analytics and Targeted Marketing” section above. To stop sharing your precise location information with us, you may adjust your location preferences on your device.
- To request that we do not share your Personal Information with third parties for their own marketing purposes on a going-forward basis, please contact us by emailing [opt-out@16tech.com](mailto:opt-out@16tech.com). In some cases this information may not be immediately updated, subject to retention for administration of Service, dispute resolution, troubleshooting, and other valid legal or business reasons. Your historical usage information may remain in our records. Also see the “Usage Information” and “Analytics” and “Opt-Out Choices” sub section of the “Third Party Analytics and Targeted Marketing” section above for other limitations. Other choices may be available within your account page or presented to you in certain marketing communications.

## California Privacy Rights

California Civil Code Section 1798.83 permits customers who are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, please contact us by emailing [help@ksmconsulting.com](mailto:help@ksmconsulting.com).

## Third-Party Sites

The Service may provide links to web sites or online services not operated by 16Tech, including our Supplier(s) related to certain other services offered through the Service. We may also provide you with access to third-party functionality that allows you to post certain content from the Service to your social media account(s). Any information that you post to a third-party site or service is governed by the applicable third party's site terms and privacy policy. We assume no responsibility for third-party websites, including but not limited to, the privacy practices of these third-party sites. We encourage you to be aware of this when you leave the Service and/or share information with third parties or the public, and we recommend that you review the privacy policies of such third-party sites.

## COOKIE POLICY

This Cookie Policy sets out the basis on which cookies are used on the websites and network of 16TECH, a NON\_PROFIT Organization the operator of the Service

(as defined in the Agreement). By continuing to use the Service and websites and network, you are agreeing to our use of cookies. A cookie is a small data file of letters and numbers that we store on your browser or the hard drive of your device if you agree. Cookies contain information that is transferred to your device's hard drive.

In order to provide you with the best possible experience when you use the Service and browse our website, we may create cookies when you visit our website and network, and use the Service.

Cookies help us:

1. Make our website and network/Service work as you would expect;

2. Keep track of how many times you do specific things whilst using our website and network/Service;
3. Personalize our website and network to you to help you find what you need faster;
4. Continuously improve our website and network/Service for you; and
5. Make our marketing more efficient.

We use the following cookies:

- **Strictly necessary cookies:** These are cookies that are required for the operation of our website and Service. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
- **Analytical/performance cookies:** These allow us to recognize and count the number of visitors to our website and monitor how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users easily find what they are looking for.
- **Functionality cookies:** These are used by us to recognize you when you return to our website. This enables us to personalize our content for you, for example, to greet you by name and remember your preferences.
- **Targeting cookies:** These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose. Third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may use their own cookies over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies. These third parties are responsible for setting out their own privacy and cookie policies. You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, in doing so, you may not be able to access all or parts of our website, network or Service.

We are committed to protecting your privacy. Further information is available in our privacy policy accessible on our portal.