

4.0 KLYP PRIVACY POLICY

Effective September 25, 2020

4.1 KLYP PRIVACY POLICY INTRODUCTION.

Thank you for choosing KLYP, your trust is important to the entire KLYP team. We work continuously to protect your privacy and information using industry leading practices, including encryption between your device and KLYP's encrypted servers. The information you share with us helps KLYP and your KLYPIST give you a better experience.

We have dedicated resources to ensure your privacy, if you have any questions please email [Solution Center - Privacy](#).

This Privacy Policy describes how we collect, protect, use, manage, process, and use your personal information so that you can use and access the KLYP platform and providers. For affiliate sites and vendors, please refer to the links at the end of this document for links to these other groups' privacy policies.

By using KLYP's Application, Website, and services you consent to this privacy policy and the KLYP Terms of Service, a current version of the all the Terms of Service is located at <https://www.klypme.com/terms>.

Unless required for payment, fraud prevention or detection, or legal order no personal details are shared by KLYP with any third parties, unless it is required to provide included services, e.g. payment processing, insurance or Taxbot.

4.1.1 DEFINITIONS:

If you see a term in this Privacy Policy (such as Appointment, KLYPIST, User, or KLYP® Platform), it has the same definition as in our Terms of Service (“**ToS**”). KLYP, Inc is a Delaware Corporation.

4.1.2 DATA CONTROLLER

When this policy mentions “KLYP”, “we”, “us” or “our” it refers to KLYP, Inc which is responsible for your information under this privacy policy (the “**Data Controller**”).

At this time, all areas are administered by KLYP, Inc, a Delaware Corporation headquartered in Utah.

4.1.3 PAYMENT PROCESSING

The Terms of Service (ToS) and this Privacy Policy incorporate the “Stripe Payments Terms of Service” (PToS) since they are the “**KLYP Payment Processor**” and is the “Payments Data Controller” for payments information. **KLYP does not maintain any payment card details in KLYP databases.** Payment details are not stored or accessible

in the KLYP system, so neither your KLYPIST nor KLYP can access your payment card details.

4.2 INFORMATION WE COLLECT

There are three general areas of information that we maintain in order to provide KLYP's services.

Categories of information we ask for to provide a good user experience includes:

- Contact details (so we can communicate with you.)
- Personal details (to ensure the integrity of the platform, for providers this includes licensing and other details used to ensure the integrity of providers.)
- Transaction data (dollar amounts and party details, e.g. provider and consumer.)
- KLYP Service-related data (e.g. service requests, statistics, etc.)
- Location data with your permission

4.2.1 INFORMATION YOU GIVE TO US.

4.2.1.1 INFORMATION NEEDED TO USE THE KLYP PLATFORM.

We request and collect the following personal information about you when you use the KLYP Platform. This information is necessary for the adequate performance of the contract between you and us and to allow us to comply with our legal obligations. Without it, we may not be able to provide you with all the requested services.

- **Account Information.** When you sign up for a KLYP Account, we require certain information such as your first name, last name, email address, and date of birth.
- **Profile and Service Information.** To use certain features of the Platform (such as booking appointments, or creating a profile), we may ask you to provide additional information, which may include your address, phone number, and a profile picture. For KLYPISTS to provide services we also request professional verifications, like licensure data.
- **Identity Verification Information.** To help create and maintain a trusted environment, we may collect identity verification information (such as images of government issued ID as permitted by applicable laws) or other authentication methods or information. To learn more, see our KLYP FAQ article about providing identification on KLYP.
- **Payment Information.** To use certain features of KLYP (such as booking or accepting appointments for services), we may require you to provide certain financial information (like your bank account or credit card information) in order to facilitate the processing of payments (via the KLYP Payments Processor,) this is not stored by KLYP.
- **Communications with KLYP and other users.** When you communicate with KLYP or use the KLYP Platform to communicate with other Members, we

collect information about your communication and any information you choose to provide.

4.2.1.2 INFORMATION YOU CHOOSE TO GIVE US.

You may choose to provide us with additional personal information in order to obtain a better user experience when using KLYP. This additional information will be processed based on our legitimate interest or when applicable, your consent.

- Additional Profile Information. You may choose to provide additional information as part of your KLYP profile (such as gender, geographic area, and a personal description). Some of this information as indicated in your Account settings is part of your public profile page visible to others.
- Address Book Contact Information (Optional). You may choose to import or share your address book contacts or enter your contacts' information manually to access certain features of KLYP, like inviting them to use KLYP.
- Other Information. You may choose to provide us information when you fill in a form, update or add information to your KLYP profile, respond to surveys, post in community areas, participate in promotions, communicate with our customer care team, share your experience with us (such as KLYP Stories), or use other features of KLYP.

2.1.3 INFORMATION THAT IS NECESSARY FOR THE USE OF THE PAYMENT SERVICES.

The Payments Data Controller needs to collect the following information necessary for the adequate performance of the agreements with you and to comply with applicable law (such as anti-money laundering regulations). Without it, you will not be able to use KLYP's Payment Services:

- Payment Information. When you use the Payment Services, the Payments Data Controller requires certain financial information (like your bank account or credit card information) in order to process payments and comply with applicable law.
- Identity Verification and Other Information. If you are a KLYPIST, the Payments Data Controller may require identity verification information (such as images of your government issued ID) or other authentication information, your date of birth, your address, email address, phone number and other information in order to verify your identity, provide the Payment Services to you, and to comply with applicable law.

2.1.4 INFORMATION WE AUTOMATICALLY COLLECT FROM YOUR USE OF THE KLYP PLATFORM AND PAYMENT SERVICES.

When you use KLYP and the Payment Services, we automatically collect personal information about the services you use and how you use them. This information is necessary for the adequate performance of the agreement between you and us, to

enable us to comply with legal obligations and given our legitimate interest to provide and improve the functionalities of the KLYP Platform and Payment Services. **Unless required for payment, fraud detection, or legal order, no personal details are shared with any third parties.**

- **Geo-location Information.** When using certain features of KLYP, we may collect information about your precise or approximate location as determined through data such as your IP address or mobile device's GPS to offer you an improved user experience. Most mobile devices allow you to control or disable the use of location services for applications in the device's settings menu. KLYP may also collect this information if you elect to share this when you are not using the app if enabled through your settings or device permissions to provide better provider and service searching.
- **Usage Information.** We collect information about your interactions with KLYP such as the pages or content you view, your searches, bookings you have made, and other actions on KLYP.
- **Log Data and Device Information.** We automatically collect log data and device information when you access and use KLYP. If you are not logged in the information would be limited to device and operating system and version.

When logged in this includes, among other things: details about how you've used KLYP (including if you clicked on links to third party applications), IP address, access dates and times, hardware and software information, device information, device event information, unique identifiers, crash data, cookie data, and the pages you've viewed or engaged with before or after using KLYP.

- **Cookies and Similar Technologies.** We use cookies and other similar technologies when you use our platform, use our mobile app, or engage with our online ads or email communications. We may collect certain information by automated means using technologies such as cookies, web beacons, pixels, browser analysis tools, server logs, and mobile identifiers. In most cases the information we collect using cookies and other tools is only used in a non-identifiable without reference to personal information. For example, we may use information we collect to better understand website traffic patterns and to optimize our website experience. In some cases, we associate the information we collect using cookies and other technology with your personal information. Our business partners may also use these tracking technologies on KLYP or engage others to track your behavior on our behalf.
- **Pixels and SDKs.** Third-parties, including Facebook, may use cookies, web beacons, and other storage technologies to collect or receive information from our websites and elsewhere on the internet and use that information to provide measurement services and target ads. Third-party apps, like Facebook, may collect or receive information you share to provide measurement services and targeted ads. Users can opt-out of the collection and use of information for ad

targeting by updating their Facebook account ad settings and by contacting [opt-out to SolutionsCenter@klypme.com](mailto:SolutionsCenter@klypme.com) with a description of your request and validation information.

For additional information about your choices you may want to visit <http://www.aboutads.info/choices> and <http://www.youronlinechoices.eu/>. For more information on our use of these technologies, see our Cookie Policy.

- Do Not Track Signals. While you may disable the usage of cookies through your browser settings, KLYP currently does not respond to a “Do Not Track” signal in the HTTP header from your browser or mobile application due to lack of standardization regarding how that signal should be interpreted. (For additional information see <https://allaboutdnt.com/> on these issues.)
- Payment Transaction Information. KLYP’s payments provider collects information related to your payment transactions through KLYP, including the payment instrument used, date and time, payment amount, payment instrument expiration date and billing zip code, these details are not retained in or stored by KLYP.

4.2.1.5 INFORMATION WE COLLECT FROM THIRD PARTIES.

KLYP and KLYP’s payment provider may collect information, including personal information, that others provide about you when using KLYP and our Payment Services, or obtain information from other sources and combine that with information we collect through KLYP. We do not control, supervise or respond for how the third parties providing your information process your Personal Information, and any information request regarding the disclosure of your personal information to us should be directed to those third parties.

- Third Party Services. If you link, connect, or login to your KLYP Account with a third-party service (e.g. Google, Facebook, WeChat), the third-party service may send us information such as your registration, friends list, and profile information from that service. This information varies and is controlled by that service or as authorized by you via your privacy settings at that service.
- Your References and Reviews. If someone has written a reference or review for you, it may be published on your KLYP public profile page. To learn more, see our Help Center article about Reviews.
- Background Information. To the extent permitted by applicable laws, KLYP and/or KLYP’s payments processor may obtain reports from public records of criminal convictions or sex offender registrations. This is done to ensure a safe experience for all users.
- Delegated Authorizations for account management. Users may elect to delegate or share access for certain account actions, like booking or accepting appointments, shared payment access. You may need to submit personal information to facilitate account management and invitations to use these benefits.
- Referrals. If you are invited to KLYP, the person who invited you may submit personal information about you such as your email address or other contact information.
- Other Sources. To the extent permitted by applicable law, we may receive additional information about you, such as demographic data or information to help detect fraud and safety issues, from third-party service providers and/or partners, and combine it

with information we have about you. For example, we may receive background check results (with your consent where required) or fraud warnings from service providers like identity verification services for fraud prevention and risk assessment efforts.

- Future enhancements might allow you to enable the exchange of other data to improve the programs functions and services to you, this would be an opt-in step.

4.2.1.6 AGGREGATED PERSONAL DATA (PERSONALLY IDENTIFIABLE REMOVED.)

Aggregated Personal Data: In an ongoing effort to better understand our Users, we might analyze the personal data that is provided through the Services in aggregate form. This aggregate information does not identify Users personally. We may share this aggregate data with our affiliates, agents and business partners. We may also disclose aggregated user statistics in order to describe our services to current and prospective business partners, and to other third parties for other lawful purposes.

4.2.2 CHILDREN'S DATA

Children: The Website and our related Services are not intended for children under 13, and we do not knowingly collect information from children under the age of 13. Children aged 13 or older should not submit any personal information without the permission of their parents or guardians. By using the Website and our related Services, you are representing that you are at least 18. If you believe that we are processing the personal information pertaining to a child inappropriately, we take this very seriously and urge you to contact KLYP using the information provided under the "Contact Us" with Child's Privacy as the Subject or [Solution Center - Children's Privacy](#).

4.2.3 LINKED SITES

This Privacy Policy applies only to KLYP, its websites, services, and applications and not to any third-party sites or companies. At-times advertisements and other links may be present in posts or other areas, these are not subject to KLYP's control.

4.3 KLYPS USE OF COLLECTED INFORMATION

KLYP may use, store, and process personal information to (1) provide, understand, improve, and develop the KLYP Platform, (2) maintain and ensure a trusted and safer environment (such as to comply with our legal obligations and ensure compliance with KLYP Policies) and (3) provide, personalize, measure, and improve our advertising and marketing.

4.3.1 PROVIDE, IMPROVE, AND DEVELOP KLYP.

We may use the personal information to provide, improve, and develop the KLYP Platform and Services such as to:

- enable you to access and use KLYP,
- enable you to communicate with other KLYP users,
- operate, protect, improve, and optimize the KLYP Platform and experience, such as by performing analytics and conducting research,
- provide customer service,

- send you service or support messages, updates, security alerts, and account notifications,
- if you provide us with your contacts' information, we may process this information: (i) to facilitate your referral invitations, (ii) send your requests for references, (iii) for fraud detection and prevention, and (iv) for any purpose you authorize at the time of collection,
- to operate, protect, improve, and optimize the KLYP Platform and experience, and personalize and customize your experience (such as provider or service suggestions, ranking search results), and facilitate claims with our KLYP Protection Insurance, or other KLYP programs, we conduct profiling based on your interactions with the KLYP Platform, your search and booking history, your profile information and preferences, and other content you submit to KLYP, and
- enable your use of delegated access.

We process this personal information for these purposes given our legitimate interest in improving KLYP and our Users' experience with it, and where necessary for the adequate performance of our agreements with you.

4.3.2 MAINTAIN AND ENSURE A TRUSTED AND SAFER ENVIRONMENT.

We may use personal information to create and maintain a trusted and safer environment such as to:

- Detect and prevent fraud, spam, abuse, security incidents, and other harmful activity,
- Conduct security investigations and risk assessments,
- Verify or authenticate information or identifications provided by you (such as to verify your licensing and business details (address and supporting photos) or compare your identification photo to another photo you provide),
- Conduct checks against databases and other information sources, including background or police checks, to the extent permitted by applicable laws and with your consent where required,
- Comply with our legal obligations,
- Resolve disputes between KLYP and/or KLYP users and enforce our agreements with third parties,
- Enforce KLYP's Terms of Service and other policies, and
- In connection with the activities above, we may conduct profiling based on your interactions with KLYP, your profile information and other content you submit to KLYP, and information obtained from third parties. In isolated cases, it is possible that processes may restrict or suspend access to KLYP if such processes detect activity that we think poses a safety or other risk to KLYP, our community, or third parties. KLYP will provide notice of the cause and where possible the source of adverse information together with steps to appeal the decisioning based on the process, please contact us as provided in the Contact Us section below.

We process this personal information for these purposes given our legitimate interest in protecting you and the KLYP Platform, to measure the adequate performance of our contract with you, and to comply with applicable laws.

4.3.4 HOW THE PAYMENTS DATA CONTROLLER USES COLLECTED INFORMATION

We may use the personal information as a part of Payment services such as to:

- Enable you to access and use the Payment Services.
- Detect and prevent fraud, abuse, security incidents, and other harmful activity.
- Conduct security investigations and risk assessments.
- Conduct checks against databases and other information sources.
- Comply with legal obligations (such as anti-money laundering regulations).
- Enforce the Payment Terms and other payment policies.
- With your consent, send you promotional messages, marketing, advertising, and other information that may be of interest to you based on your preferences.

The Payments Data Controller (Processor) uses this personal information given its legitimate interest in improving the Payment Services and its users' experience with it, and where it is necessary for the adequate performance of the agreement with you and to comply with applicable laws.

4.3.5 SMS & EMAIL TERMS FOR U.S.

4.3.5.1 BACKGROUND/MANAGING YOUR INFORMATION PREFERENCES

KLYP provides an online platform that connects Cosmetologists (“KLYPISTS”) with Users that want to purchase cosmetology services.

You can always review, correct, or update your Personal Information by changing the relevant settings in your KLYP account. Applicable law may also give you the right to access, update and correct inaccuracies in information about you in our records. If you wish to exercise this right, please contact us at [Solution Center - Privacy Review](#).

4.3.5.2 SMS & EMAIL COMMUNICATIONS

With your consent, we may send you marketing emails and SMS text messages, such as newsletters, offers and promotions. You can opt out of receiving marketing and promotional emails by changing notification settings on the Website or in our Apps or clicking the unsubscribe mechanism provided in an email or other electronic communication. If you opt out, we may still send you non-marketing emails, SMS text messages or other communications, which include transactional information about your accounts and our business dealings with you. If you have questions or concerns regarding this Privacy Policy, please contact us at [Solution Center - Privacy/Marketing](#)

You accept these SMS & Email Terms, consent to the handling of your personal information as described in the KLYP Privacy Policy and agree to resolve disputes with KLYP as described in our Terms of Service. Message and data rates may apply.

KLYP will use reasonable commercial efforts to deliver the automated marketing text messages to the number you provide through compatible wireless carriers. Carriers and

KLYP are not liable for delayed or undelivered messages. Short codes used for some Text Message Services may not be supported on all U.S. carriers.

Opting In

By Opting Into a Text Message Service: You expressly authorize KLYP to use auto dialer or non-auto dialer technology to send text messages to the cell phone number associated with your Opt-In (i.e., the number listed on the Opt-In form or instructions, or, if none, the number from which you send the Opt-In, or, if none, the number on file for your account). You also authorize KLYP to include marketing content in any such messages. You do not have to Opt-In or agree to Opt-In as a condition of purchase.

You consent to the use of an electronic record to document your Opt-In. To withdraw that consent, request a free paper or email copy of the Opt-In, or to update our records with your contact information, please contact us via the methods described in the Contact Us section. To view and retain an electronic copy of these SMS Terms or the rest of your Opt-In, you will need (i) a device (such as a computer or cell phone) with internet access, and (ii) either a printer or storage space on such device. If you withdraw your consent, certain features of our service may not be available to you. To update information on how we would contact you electronically, visit your Notification settings in your account settings.

You confirm that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to Opt-In.

You consent to the use of an electronic record to document your Opt-In. To withdraw that consent, update our records with your contact information, please visit your KLYP account Notifications settings or contact [Solution Center - Opt In/Out](#).

These SMS Terms still will apply if you withdraw the consent mentioned above or opt out of the Text Message Service. Messaging charges may apply.

After Opting In, in addition to the main messages the service offers, you may receive one or more welcome messages or administrative messages, such as (in some cases) a request to confirm your Opt-In.

About the Text Message Services and Opting Out

Message and data rates may apply. Unless otherwise noted, Text Message Services send multiple, recurring messages. KLYP may terminate any Text Message Service or your participation in it at any time with or without notice, including, for example, before you have received any or all messages that you otherwise would have received, but these SMS Terms still will apply. Text STOP to any promotional message to Opt-Out or if applicable update your "Notification" settings on your KLYP account.

For additional help [Solution Center - SMS](#).

4.4 SHARING AND DISCLOSURE

4.4.1 ADVERTISING AND SOCIAL MEDIA; SHARING WITH YOUR CONSENT.

Where you have provided consent, we may share your information, including personal information, as described at the time of consent, such as when you authorize a third-party application or website to access your KLYP Account or when you participate in promotional activities conducted by KLYP, its partners or third parties.

Where permissible according to applicable law we may use certain limited personal information about you, such as your email address, to hash it and to share it with social media platforms, such as Facebook or Google, to generate leads, drive traffic to our websites or otherwise promote our products and services or the KLYP Platform. These processing activities are based on our legitimate interest in undertaking marketing activities to offer you products or services that may be in your interest.

The social media platforms with which we may share your personal information are not controlled or supervised by KLYP. Therefore, any questions regarding how your social media platform service provider processes your personal information should be directed to such provider.

Please note that you may, at any time ask KLYP to cease processing your data for these direct marketing purposes by accessing your account profile: privacy settings, if you are unable to access that you may send an e-mail to [Solution Center - Marketing Settings](#).

4.4.2 SHARING BETWEEN USERS.

To help facilitate bookings or other interactions between Users, we may need to share certain information, including personal information, with other Users, as it is necessary for the adequate performance of the agreement between you and us, as follows:

- When you as a Client submit a booking request, certain information about you is shared with the KLYPIST (and associate, if applicable), including your profile, full name, your cancellation history, and other information you agree to share. When your booking is confirmed, we will disclose additional information to assist with coordinating the services.
- When you as a KLYPIST have a confirmed booking, certain information is shared with the consumer to coordinate the booking, such as your profile, full name, contact number, and service address.
- When you as a KLYP user invite another user to become a delegated user, you authorize them to access and update your information and User Content, including but not limited to certain information like your full name, phone number, service type(s), address, calendar, service information, profile photos, and email address.
- When you as a Consumer invite additional consumers to a booking, your full name, service date(s) and time(s), KLYPIST name, booking details, the service address, and other related information may be shared with each additional User.

- When you as a User initiate a Group Payment and/or Booking Request certain information about each participant such as first name, last initial, profile picture as well as the booking details is maybe shared among all Users of the Group Booking Request.

We don't share your billing and payout information with other Users.

4.4.3 PROFILES, LISTINGS, AND OTHER PUBLIC INFORMATION.

KLYP lets you decide to make some information public. For example:

- Parts of your public profile page, such as your first name, your description, and city, are publicly visible to others.
- Listing pages are publicly visible and include information such as the service location (neighborhood and city) or precise location (where you have provided your consent), Services offered description, calendar availability, reviews, your public profile photo, aggregated rating, demand information (like page views over a period of time), and any additional information you choose to share.
- After completing a booking, Users may write Reviews and rate each other. Reviews and Ratings are a part of your public profile page and may also be accessible elsewhere on the KLYP Platform (such as the Listing page).
- If you submit content in a community or discussion forum, blog or social media post, or use a similar feature on the KLYP Platform, that content is publicly visible.

Based on our legitimate interest to promote KLYP we may display parts of the KLYP Platform (e.g., your Listing page) on sites operated by KLYP's business partners, using technologies such as widgets or APIs. If your Listings are displayed on a partner's site, limited information from your public profile page may also be displayed.

Information you share publicly on KLYP may be indexed through third party search engines. In some cases, you may opt-out of this feature in your Account settings. If you change your settings or your public-facing content, these search engines may not update their databases. We do not control the practices of third-party search engines, and they may use caches containing your outdated information.

4.4.4 ADDITIONAL SERVICES BY KLYPISTS.

KLYPISTS are responsible for any third-party service providers they use and ensuring those service providers process information securely and in compliance with applicable law including data privacy and data protection laws.

4.4.5 COMPLIANCE WITH LAW, RESPONDING TO LEGAL REQUESTS, PREVENTING HARM AND PROTECTION OF OUR RIGHTS.

KLYP and KLYP's Payments Processor may disclose your information, including personal information, to courts, law enforcement, governmental authorities, tax authorities, or authorized third parties, if and to the extent we are required or permitted to do so by law or if such disclosure is reasonably necessary: (i) to comply with our legal obligations, (ii) to comply with legal process and to respond to claims asserted against KLYP, (iii) to

respond to valid requests relating to a criminal investigation or alleged or suspected illegal activity or any other activity that may expose us, you, or any other of our users to legal liability, (iv) to enforce and administer our Terms of Service, the Payment Terms or other agreements with KLYPISTS, or (v) to protect the rights, property or personal safety of KLYP, its employees, KLYPISTS, or members of the public. For example, KLYPIST tax information may be shared with tax authorities or other governmental agencies by the payment processor.

These disclosures may be necessary to comply with our legal obligations, for the protection of your or another person's vital interests or for the purposes of our or a third party's legitimate interest in keeping the KLYP Platform secure, preventing harm or crime, enforcing or defending legal rights, facilitating the collection of taxes and prevention of tax fraud or preventing damage.

Where appropriate, KLYP may notify Members about legal requests unless: (i) providing notice is prohibited by the legal process itself, by a court order we receive, or by applicable law, or (ii) we believe that providing notice would be futile, ineffective, create a risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud upon KLYP, its Users and the KLYP Platform. In instances where we comply with legal requests without notice for these reasons, we will attempt to notify that User about the request after the fact where appropriate and where we determine in good faith that we are no longer prevented from doing so.

4.4.6 SERVICE PROVIDERS.

KLYP and KLYP's Payments Processor use a variety of third-party service providers to help us provide services related to the KLYP Platform and the Payment Services. Service providers may have locations inside or outside of the United States (USA). Our service providers are based in the United States.

For example, service providers may help us: (i) verify your identity or authenticate your identification documents, (ii) check information against public databases, (iii) conduct background or police checks, fraud prevention, and risk assessment, (iv) perform product development, maintenance and debugging, (v) allow the provision of KLYP Services through third party platforms and software tools (e.g. through the integration with our APIs), (vi) provide customer service, advertising, or payments services, or (vii) process, handle or assess insurance claims or other similar claims (such as claims under the KLYPIST Prime Insurance). These providers have limited access to your personal information to perform these tasks on our behalf and are contractually bound to protect the personal information and only use the personal information in accordance with our instructions.

KLYP and the KLYP Payments Processor will need to share your information, including personal information, in order to ensure the adequate performance of our contract with you.

4.4.7 CORPORATE AFFILIATES.

To enable or support us in providing the KLYP Platform and Payment Services, we may share your information, including personal information, within our corporate family of companies (both financial and non-financial entities) that are related by common ownership or control.

- **Sharing with KLYP, Inc.** Even if your country of residence is not the United States, your information may be shared with KLYP, Inc. which provides the technical infrastructure for the KLYP Platform, product development and maintenance, customer support, trust and safety and other business operation services. The data sharing is necessary for the performance of the agreement between you and us and is based on our legitimate interests in providing the KLYP Platform.
- **Sharing with KLYP Payments Processor.** In order to facilitate payments through KLYP, certain information as described above in “Information that is necessary for the use of the Payment Services” section above, may be shared with the relevant KLYP Payments Processor. The data sharing is necessary for the performance of the contract between you and us to complete payment for services rendered.

Additionally, we share your information, including personal information, with our corporate affiliates in order to support and integrate, promote, and to improve KLYP and our affiliates’ services. Where possible this information is without personally identifiable details.

4.4.8 COLLECTION AND REMITTANCE OF TAXES.

In jurisdictions where KLYP facilitates the Collection and Remittance of Sales Taxes as described in the “Taxes” section of the Terms of Service expressly grant us permission, without further notice, to disclose required data relating to them or to their Taxes to the relevant tax authority. This information is only what is required to comply with tax filing requirements.

4.4.9 GOVERNMENT REGISTRATION.

If KLYP facilitates a license application or renewal for a KLYPIST with a governmental authority through KLYP in accordance the KLYPIST’s explicit Opt-In, KLYP may share information of participating KLYPISTS with the relevant authority, both during the application process and, if applicable, periodically thereafter, such as the KLYPIST’s full name and contact details, service address, tax identification number, or other legally required details.

4.4.10 PROGRAMS WITH MANAGERS AND OWNERS.

We may share personal information and booking information with delegated or linked accounts in accordance with the terms authorized at the time of delegation or linking.

4.4.11 BUSINESS TRANSFERS.

If KLYP undertakes or is involved in any merger, acquisition, reorganization, sale of assets, bankruptcy, or insolvency event, then we may sell, transfer or share some or all of

our assets, including your information in connection with such transaction or in contemplation of such transaction (e.g., due diligence). In this event, we will notify you before your personal information is transferred and becomes subject to a different privacy policy. Your personal information will not be sold to external marketing groups, and changes in the privacy policy would require notice and acceptance either via an active step or Opt-out option.

4.4.12 AGGREGATED DATA.

We may also share aggregated information (information about our users that we combine together so that it no longer identifies or references an individual user) and other anonymized information for regulatory compliance, industry and market analysis, research, demographic analysis, marketing, advertising, and other business purposes.

4.5 OTHER IMPORTANT INFORMATION

4.5.1 ANALYZING YOUR COMMUNICATIONS.

We may review, scan, or analyze your communications on KLYP for fraud prevention, risk assessment, regulatory compliance, investigation, product development, research, analytics, unacceptable use, and customer support purposes. For example, for fraud prevention efforts, we scan and analyze messages to mask contact information and references to other websites. At times, we may also scan, review, or analyze messages to debug, improve, and expand product offerings. We may use automated methods: However, occasionally we may need to manually review some communications, such as for fraud investigations and customer support, or to assess and improve the functionality of automated tools. We will not review, scan, or analyze your messaging communications to send third party marketing messages to you, and we will not sell reviews or analyses of these communications.

These activities are carried out based on KLYP's legitimate interest to ensure compliance with applicable laws and our Terms of Service, preventing fraud, promoting safety, and to improve and ensure adequate performance of KLYP services.

4.5.2 LINKING THIRD PARTY ACCOUNTS.

You may link your KLYP Account with your account with a third-party social networking service. Your contacts from these third-party services are typically referred to as "Friends." When you create this link:

- some information you provide to KLYP from linking your accounts may be published on your KLYP profile;
- your activities on KLYP may be displayed to your Friends on KLYP and/or that third party site;
- a link to your public profile on the third-party social networking service may be included in your KLYP public profile;
- other KLYP users may be able to see Friends you have with in common with them, or that you are a Friend of their Friend if applicable;

- other KLYP users may be able to see any schools, hometowns or other groups you have in common with them as publicly listed on your linked social networking service;
- the information you provide to us from the linking of your accounts may be stored, processed and transmitted for fraud prevention and risk assessment purposes; and
- the display and publication of information that provided to KLYP through this linkage is subject to your settings and authorizations on the KLYP Platform and the third-party site.

We only collect your information from linked third party accounts to the extent necessary to ensure adequate performance of our agreement with you, and/or to ensure compliance with applicable laws, or with your consent.

4.5.3 THIRD-PARTY PARTNERS & INTEGRATIONS

KLYP may provide links to third party websites or services, such as third-party integrations, co-branded services, or third-party branded services (“**Third Party Partners**”). KLYP doesn’t own or control these Third-Party Partners and when you interact with them, you may be providing information directly to the Third-Party Partner, KLYP, or both. These Third-Party Partners will have their own rules about the collection, use, and disclosure of information. KLYP encourages you to review the privacy policies of other websites you visit.

Parts of KLYP may use third party services such as Google Maps/Earth services, including the Google Maps API(s), and Stripe and/or another bank or merchant card vendor for KLYP payments. Use of these respective services are subject to their privacy policies such as [Google Maps/Earth Additional Terms of Use](#), and the [Google Privacy Policy](#). For the Payment Processor, see the Payment Processing Terms of Service.

4.6 YOUR RIGHTS

You may exercise any of the rights described in this section with your applicable KLYP Data Controller by sending an email to [Solution Center - Data Control](#). For the Payment Provider, please review the Payment Terms of Service. Please note that we may ask you to verify your identity and request before taking further action on your request.

4.6.1 MANAGING YOUR INFORMATION.

You may access and update much of your information through your Account settings. If you have chosen to connect your KLYP Account to a third-party application, like Facebook or Google, you can change your settings and remove permission for the app by changing your Account settings. You are responsible for keeping your personal information and settings up to date.

4.6.2 RECTIFICATION OF INACCURATE OR INCOMPLETE INFORMATION.

You have the right to ask us to correct inaccurate or incomplete personal information about you (and which you cannot update yourself within your KLYP Account) by contacting [Solution Center-Information Correction](#).

4.6.3 DATA ACCESS AND PORTABILITY.

In some jurisdictions, applicable law may entitle you to request copies of your personal information held by KLYP. You may also be entitled to request copies of personal information that you have provided to us in a structured, commonly used, and machine-readable format and/or request us to transmit this information to another service provider (where technically feasible) by contacting [Solution Center-Data Access](#).

4.6.4 DATA RETENTION AND ERASURE.

We generally retain your personal information for as long as is necessary for the performance of the agreement between you and us and to comply with our legal obligations. In certain jurisdictions, you can request to have all your personal information deleted entirely." Please note that if you request the erasure of your personal information:

- KLYP may retain personal information necessary for our legitimate business interests, such as fraud detection and prevention and enhancing safety. For example, if we suspend a KLYP User for fraud or safety reasons, we may retain certain information from that KLYP Account to prevent that User from opening a new KLYP Account in the future.
- KLYP may retain and use your information necessary to comply with our legal obligations. For example, KLYP may keep information for tax, legal reporting and auditing obligations.
- Information you have shared with others (e.g., Reviews, forum postings) may continue to be publicly visible on the KLYP Platform, even after your KLYP Account is cancelled. However, attribution of such information to you will be removed. Additionally, some copies of your information (e.g., log records) may remain in our database, but are not associated with personal identifying information.
- Because we maintain the KLYP Platform to protect from accidental or malicious loss and destruction, residual copies of your personal information may not be removed from our backup systems for a limited period of time.

4.6.5 WITHDRAWING CONSENT AND RESTRICTION OF PROCESSING.

If KLYP processes your personal information based on your previous consent you may withdraw this consent by changing your Account Settings at any time or by sending a communication to [KLYP - Change Consent](#) specifying which consent you are withdrawing. Please note that withdrawal of your consent does not affect the lawfulness of any processing activities based on consent prior to its withdrawal. Additionally, in some jurisdictions, applicable law may give you the right to limit the ways in which we

use your personal information, in particular where (i) you contest the accuracy of your personal information; (ii) the processing is unlawful and you oppose the erasure of your personal information; (iii) we no longer need your personal information for the purposes of the processing, but you require the information for the establishment, exercise or defense of legal claims; or (iv) you have objected to the processing pursuant to Section 6.6 and pending the verification whether the legitimate grounds of KLYP override your own.

4.6.6 OBJECTION TO PROCESSING.

In some jurisdictions, applicable law may entitle you to require KLYP to not process your personal information for certain specific purposes (including profiling) where such processing is based on legitimate interest. If you object to such processing KLYP will no longer process your personal information for these purposes unless we can demonstrate compelling legitimate grounds for such processing, or such processing is required for the establishment, exercise or defense of legal claims.

Where personal information is used for direct marketing purposes, you may ask KLYP, at any time, to cease processing your data for direct marketing purposes by sending an e-mail to [Solution Center - Marketing/Privacy](#)

4.6.7 FILING CONCERNS OR COMPLAINTS.

You have the right to lodge complaints or concerns about our data retention by contacting [Solution Center - Privacy](#).

4.7 RESERVED FOR FUTURE USE

KLYP has no international entities or operations outside of the United States.

4.7.1 CALIFORNIA & VERMONT RESIDENTS.

Neither KLYP nor KLYP Payments will share information it collects about you with its affiliates or third parties (both financial and non-financial), except as required or permitted by your state's law.

4.7.2 CALIFORNIA PRIVACY RIGHTS.

California law permits Users who are California residents to request and obtain from us once a year, free of charge, a list of the third parties to whom we have disclosed their personal information (if any) for their direct marketing purposes in the prior calendar year, as well as the type of personal information disclosed to those third parties. Contact [Solution Center - California Privacy](#) for such requests. KLYP and KLYP Payments do not share personal information with third parties for their own direct marketing purposes without your prior consent. Accordingly, you can prevent disclosure of your personal information to third parties for their direct marketing purposes by withholding consent.

408. SECURITY

We are continuously implementing and updating administrative, technical, and physical security measures to help protect your information against unauthorized access, loss, destruction, or alteration. Some of the safeguards we use to protect your information are firewalls and data encryption, and information access controls. If you know or have reason to believe that your KLYP Account credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your KLYP Account, please contact us following the instructions in the Contact Us section of the website or [Solution Center - Security](#) or the contact portion in the KLYP application.

4.9 CHANGES TO THIS PRIVACY POLICY

KLYP reserves the right to modify our Privacy Policy at any time in accordance with this provision. If we make changes to this Privacy Policy, we will post the revised Privacy Policy on KLYP and update the “Last Updated” date at the top of this Privacy Policy. KLYP will also provide you with notice of the modification by email at least thirty (30) days before the date they become effective. If you disagree with the revised Privacy Policy, you may cancel your Account. If you do not cancel your Account before the date the revised Privacy Policy becomes effective, your continued access to or use of the KLYP will be subject to the revised Privacy Policy.

4.10 CONTACT US

If you have any questions or concerns about this Privacy Policy or KLYP’s information handling practices, you may email us at the email addresses provided in the relevant sections above or contact us via mail at [Solution Center - Privacy](#).

To mail a notice, you may use the following address:

KLYP – Privacy
P.O. Box 661
Salt Lake City, UT 84110

Email:

SolutionCenter@klypme.com