

**APPENDIX A- Privacy Policy- This privacy policy should be tailored to your organization's name and address.**

Privacy Policy

**Overview**

Welcome to the official website or mobile application (the Sites) of Lovango.

This Privacy Policy outlines our practices for collection, use, and disclosure of your information that you provide to us when you use our Site and other Lovango mobile applications that display this policy (the Sites). By using these Sites, you agree that your use of the Sites is governed by this Privacy Policy and our Terms of Service. From time to time, we may update this Privacy Policy. We encourage you to periodically check this Site for updates. We will alert you to changes that have been made by indicating on the Policy the date it was last updated. Your continued use of the Site affirms your agreement to any changes we make to this Privacy Policy.

Please note the distinction between our privacy practices in connection with your visit to the Site, and our Terms of Service.

**Information Collected and how it is Collected.**

**Voluntary Information:** We may collect personal information that you voluntarily provide to us including your name, e-mail address, postal address, phone number, mobile number, and geographic location. You may provide this information when you request information, register, make a purchase, send us an email, sign up to receive email or text messages updates, connect through a social feed, fill out a form or for other purposes. We may also collect demographic information such as gender, date of birth, occupation, employer name and zip code. When this information is linked to personally identifiable information, it will be treated as voluntary personal information. In limited circumstances, we may collect payment information such as credit card number where needed to complete a requested service or transaction.

Voluntary personal information does not include aggregate data (data about a group or category of users that has been stripped of identifiable information about individual users) that we may collect about the use of the Sites. This policy does not restrict our collection and use of such aggregate information.

By requesting information to your mobile phone, we may obtain the following information from you in connection with our SMS service: your cell phone number, your carrier's name, and the date, time and content of your messages, as well as other information that you provide. We will use such information in accordance with this Privacy Policy.

**Automatically Generated Information:** We may also collect non-personally identifiable information that is generated automatically while you are visiting the Site or elsewhere on the Internet when our advertisements are served, also known as log files. This data includes, but is not limited to, information such as IP address, web pages visited before and after visiting the Site, date and time, domain type, type of mobile device you use, your device's unique ID, web pages you view and links you click on within the Site and interactions with our advertisements delivered by us or advertisements delivered by a third party

advertising technology vendor. This type of information may be collected using different types of technologies, such as cookies and pixels. An IP address, for example, is a unique identifier that certain electronic devices use to identify and communicate with each other on the Internet. When you visit our Site, we may view the IP address of the device you use to connect to the Internet. We use this information to determine the general physical location of the device and understand from what regions of the world our Site visitors come. We also may use your non-personally identifiable information to enhance our Site.

All Site users remain anonymous unless they choose to give us their personal information. You may elect not to allow us to collect and use this non-personally identifiable data as part of our Service by following the Opt Out procedures described below.

### **Cookies and Other Technologies**

Overview: We may use cookies and other technologies to obtain certain types of information when your web browser accesses the Site or visits a web site in our network. “Cookies” are small pieces of information that are stored by your browser at the request of a website. Cookies help us improve your experience on our Sites, however, if you wish to block, erase or be warned of the use of cookies, please refer to the paragraph below entitled Disabling Cookies or to your browser manufacturer. When you view a video on our Sites, a third party may also set a “flash cookie” on your computer. Since removing and rejecting browser cookies may not also remove or reject flash cookies, you will also need to visit: [www.adobe.com/products/flashplayer/security](http://www.adobe.com/products/flashplayer/security) in order to delete or disable flash cookies. Rejecting or removing browser or flash cookies may affect certain features of our Sites.

This website uses third party vendors such as Google to help analyze how users use the site. For example, Google Analytics uses cookies to collect standard Internet log information and visitor behavior information in an anonymous form. The information generated by the cookie about your use of the website (including IP address) is transmitted to Google. This information is then used to evaluate visitors’ use of the website and to compile statistical reports on website activity for Lovango. Google Analytics collects information anonymously. Google will not associate your IP address with any other data held by Google. Neither Lovango nor Google will link, or seek to link, an IP address with the identity of a computer user. We will not associate any data gathered from this site with any Personally Identifiable Information from any source, unless you explicitly submit that information via a fill-in form on our website. It reports website trends without identifying individual visitors. You can opt out of Google Analytics without affecting how you visit our site – for more information on opting out of being tracked by Google Analytics across all websites you use, visit this [Google page](#).

We may use other companies to set cookies on our Site and advertisements and gather cookie information for us. In some cases, we may also use another company to operate web servers or process credit card purchases for our Site. The Site may use cookies and other technology to speed navigation and keep track of items and to gather anonymous traffic data that we may use to enhance the Sites, our Services, marketing, and other internal purposes. This Policy does not apply to, and Lovango is not responsible for, cookies used by the third parties. If you select “remember me” on your computer when logging on to the Site, Lovango will set a persistent cookie to store your username and password so that you do not have to enter it more than once. It also allows us to send confirmations, receipts, updates, alerts and support and administrative messages and otherwise facilitate your use of and our administration and operation of the

Site. The persistent cookie also enables Lovangoto track and target the interests of users to enhance the experience on the Site. The persistent cookie is removed when you uncheck the “remember me” check box.

**Disabling Cookies:** The “Help” portion of the toolbar on most browsers will tell you how to prevent your browser from accepting cookies, how to have the browser notify you when you receive cookies, and how to disable cookies altogether. Note that if you reject or block cookies, it may affect your ability to enjoy the full functionality and experience of our Site.

**Web Beacons:** Pages of our Site [and our e-mails] may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit Lovango, for example, to count users who have visited those pages or [opened an e-mail] and for other related web site statistics (for example, recording the popularity of certain web site content and verifying system and server integrity).

### **Information Use and Sharing**

**Use of Personal Information:** If we receive your personal information, we will only use it for the purposes described where it is collected or otherwise described in this Privacy Policy. We may share this information outside of Lovango if (1) you authorize us to do so; (2) it is necessary to allow our service providers or agents to provide products or services for us, (3) it is necessary in order to provide our products or services to you (and contacting you when necessary), (4) subject to applicable contractual or legal restrictions, it is disclosed to entities that perform marketing services on our behalf or to other entities with whom we have joint marketing agreements, (5) subject to applicable contractual or legal restrictions, it is necessary in connection with a sale of all or substantially all of the assets of Lovango, (6) it is necessary in connection with other business purposes including, without limitation, responding to your inquiries or requests for information or services, customer care, service quality, business management and operation, risk assessment, security, fraud and crime prevention/detection, monitoring, research and analysis, marketing, customer purchasing preferences and trends, dispute resolution, credit checking and debt collection, (7) it is necessary to disclose in order to protect or defend our rights or property or those of our users, (8) it is necessary to disclose in order to protect the personal safety of our users or the public, (9) it is necessary for us to provide it to our attorneys, accountants, regulators, auditors or other advisors, or (10) otherwise as we are required or permitted by law or required to comply with legal process served upon us, our agents, representatives or our affiliates. We may also aggregate your personal information with the information of others and may disclose such information in aggregate form for marketing and promotional purposes in a way that would not identify you individually.

**Use of Non-Personally Identifiable Information:** Lovango or our service providers or agents that provide services for us may use non-personally identifiable information as part of the Services to better tailor advertisements and other content in an effort to create a more relevant experience for each person that visits the Site or elsewhere on the Internet. This non-personally identifiable information may also be used to predict responses to advertisements, to help determine which ads perform best and which content is most appropriate for different individuals, to measure and optimize the effectiveness of advertisements, and to provide aggregate reporting to our service providers or agents and for our and their internal

purposes. Nothing herein restricts the sharing of aggregated, non-personally identifiable information with third parties.

We use various web site analytics tools and technologies regarding activities on our Site that require storage of web session data. The overall aim of these tools is to aid in making our Site easy to use, to proactively identify and correct error conditions and to provide more relevant advertising and content to you. These tools and technologies are also used to assist Site visitors who report problems in the use of our Site. Stored web session data is used in accordance with this Privacy Policy.

**Third Party Use of Cookies:** We use cookies to compile aggregate non-personally identifiable data about Site traffic and Site interaction so that we can offer better Site experiences and tools in the future. We may also share non-personally identifiable information with companies such as agencies, ad networks, or exchanges to enable them to analyze user behaviors or to customize the ads that you encounter.

**Contests and Other Promotions:** On our Site, you may wish to participate in contests and other promotions that we may offer from time to time. Through these promotions, you may choose to participate in activities such as sharing information found on our Site with others and sending e-mail invitations. In connection with any contests and other promotions that we may offer from time to time via our Site, we use the information you provide to administer the contests and other promotions. Subject to applicable contractual or legal restrictions, we also may use the information to communicate with you, or the other people you select, about our products and services or our service providers or agents partners may use such information to communicate with you about the contests and other promotions or their products and services. If you choose to participate in these promotions, and are eligible to do so, we may ask you for information such as your name, e-mail address, date of birth and telephone number.

### **Third Party Features**

**Third Party Links:** For your convenience, we may include or offer third party offers, products or services on our Site. Third party vendors may use cookies or other technologies to serve ads on other web sites based on your visit to this Site and other web sites on the Internet. We cannot be responsible for the privacy practices of any web sites or pages not under our control and we do not endorse any of these web sites or pages, the services or products described or offered on such sites or pages, or any of the content contained on those sites or pages. Nonetheless, we seek to protect the integrity of our Site and welcome any feedback about these web sites. You should familiarize yourself with the privacy policies of these third parties before disclosing information to the third parties directly.

**Social Media Platforms and Websites:** Any information, communications, or material of any type or nature that you submit to our Site (including, but not limited to any of our pages contained on a social media platform or web site such as Facebook or Twitter) by e-mail, posting, messaging, uploading, downloading, or otherwise (collectively, a "Submission"), is done at your own risk and without any expectation of privacy. We cannot control the actions of other users of any social media platform or web site and we are therefore not responsible for any content or Submissions contained on such sites and platforms. By visiting any of our pages or web sites that are contained on a social media platform or web site, you are representing and warranting to us that you have reviewed the applicable privacy policy and terms of use of such platform or web site and that you will abide by all such provisions contained therein.

Additionally, in the event that we offer a message board or any other interactive or social-type feature on a web site administered directly by us, please be aware that these areas may allow you to publicly post, and share with other users, certain messages, content, or other information (e.g., stories, pictures, ingredients, tips, etc.). Although we may take certain precautions to protect those who use these areas of one of our web sites, we encourage you to be wary of giving out any personal information in such public forums. The information you post can be collected and used by people you don't know. We cannot guarantee the privacy and safety of these areas and are therefore not responsible for any information you choose to post. Your use of these features is fully at your own risk.

## **Email Signups**

E-mail: We appreciate your questions and comments about our Site and services and welcome your emails and questions submitted to our Site. We will share your messages with those within our organization who are most capable of addressing the issues contained in your message. We may archive your message for a certain period of time or discard it, but your email address and message will only be used in accordance with this Privacy Policy.

Submitting your email: Submitting your address anywhere on the Site may result in your email address being added to Lovangos email list. You may unsubscribe to Lovango emails at any time by opting out of email subscriptions with the "unsubscribe" link included in each email. Your email address will be removed from our marketing list. Please allow us a reasonable period of time in order to satisfy your request, as some promotions may already be in process.

Suggesting the Site to a Friend: If you elect to use any feature that includes suggesting a page to a friend or to inform a friend about the Site or solicit donations or pledges or otherwise communicate, Lovango may ask for your friend's name and email address. The Site may automatically send the friend a one-time email inviting them to visit the Sites or otherwise provide the information requested by you. Lovango will store and use this information in accordance with this Privacy Policy. Your friend may contact Lovango to request the removal of this information from our databases.

## **Security**

We employ and maintain technology and security measures designed to protect your personal information. However, no data transmission over the Internet can be guaranteed as 100 percent secure. As a result, while we strive to protect your information, we cannot ensure or warrant the security of any information you transmit to us or receive from us.

## **Opt out**

Overview: We may use non-personally identifiable information to provide more relevant advertising and content. If you'd like to stop this Site from collecting certain types of information that provide more tailored online ads and messages to you, please [click here](#). If you elect to opt out of this type of advertising, we will place a cookie on your browser computer to flag that we should not collect data to tailor advertising to your browser. If you delete your cookies, install a new browser, or use a different computer, you may need to revisit this page to opt out. You can also visit the Digital Advertising Alliance

site, by clicking here [www.aboutads.info/choices](http://www.aboutads.info/choices), to opt out of interest-based advertising from other third parties using cookies.

### **Your California Privacy Rights**

Under California Law, California residents have the right to request in writing from businesses with whom they have an established business relationship, (a) a list of the categories of personal information, such as name, e-mail and mailing address and the type of services provided to the customer, that a business has disclosed to third parties (including affiliates that are separate legal entities) during the immediately preceding calendar year for the third parties' direct marketing purposes and (b) the names and addresses of all such third parties. To request the above information, write to us at (with a reference to California Disclosure Information): [Info@lovangorum.com](mailto:Info@lovangorum.com)

We will respond to such requests for information access within 30 days following receipt at the e-mail or mailing address stated above. If we receive your request at a different e-mail or mailing address, we will respond within a reasonable period of time, but not to exceed 150 days from the date received. Please note that we are only required to respond to each customer once per calendar year.

### **Children**

We strongly encourage parents and guardians to regularly monitor and supervise their children's online activities. We do not knowingly collect personal information from children under 13.

### **Special Statement for Job Applicants**

Any personal information that you provide to us when applying for a career position with Lovango will be used solely to consider and act upon your application. We may retain your personal information for a period of time, but only for as long as necessary for such purposes or as otherwise required by law. We may disclose your personal information to our agents for the purpose of evaluating your qualifications for the particular position you applied for, for other available positions or as otherwise required by law. We may also disclose your personal information to third parties hired by us to collect, maintain, and analyze candidates for career positions or as otherwise required by law.

### **Visiting our Site from outside of the United States**

If you are visiting our Site from outside of the United States of America, please be aware that your information may be transferred to, stored or processed in the United States, where our servers are located and our central database is operated. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country, but please be assured that we take steps to protect your privacy. By using our Site, you understand that your information may be transferred to our facilities and those third parties with whom we share it as described in this Privacy Policy.

### **Contact Us**

Please contact us if you have questions about our Privacy Policy at [Infor@lovangorum.com](mailto:Infor@lovangorum.com)

## APPENDIX B TERMS AND CONDITIONS

### Terms and Conditions

Lovango (“We,” “Us,” “Our”) is offering a mobile messaging program (the “Program”), subject to these Mobile Messaging Terms and Conditions (the “Terms”). If you do not wish to continue participating in the program or no longer agree to these Terms, you can reply “STOP” to any mobile message from Us in order to opt out of the Program.

**User Opt In:** The Program allows users to receive SMS/MMS mobile messages by users affirmatively opting into the Program, such as through online enrollment forms. Regardless of the opt-in method you utilized to join the Program, you agree that these Terms apply to your participation in the Program. The mobile messaging service used by Us to communicate with you requires human intervention for Our mobile messages to be initiated, and thus Our mobile messages are not sent to you by an automatic telephone dialing system (“ATDS” or “autodialer”). Nevertheless, by participating in the Program, you agree to receive autodialed marketing mobile messages and you understand that consent is not required to make any purchase from Us.

**Program Description:** Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning Lovango.

**Contact Information:** For support email [Info@lovangorum.com](mailto:Info@lovangorum.com)

**MMS Disclosure:** The Program will send SMS MTs if your mobile device does not support MMS messaging.

**Our Warranty:** We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator, and is outside of Our control. T-Mobile is not liable for delayed or undelivered mobile messages.

**Privacy Policy:** We respect your right to privacy. You can view our privacy policy here [LINK TO THE PRIVACY PAGE](#) We will only use information you provide to transmit your mobile messages and respond to you, if necessary. WE DO NOT SELL, RENT, LOAN, TRADE, LEASE OR OTHERWISE TRANSFER FOR PROFIT ANY PHONE NUMBERS OR CUSTOMER INFORMATION COLLECTED THROUGH THE PROGRAM TO ANY THIRD PARTY.

Nonetheless, We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect Our rights or property. When you complete forms online or otherwise provide Us information in connection with the Program, you agree to provide accurate, complete, and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If in Our sole discretion, believe that any such information is untrue, inaccurate, or incomplete, or you have opted into the Program for an ulterior purpose, We may refuse you access to the Program and pursue any appropriate legal remedies.

This Privacy Policy is strictly limited to the Program and has no effect on any other privacy policy(ies) that may govern the relationship between you and Us in other contexts.

Dispute Resolution: In the event that there is a dispute, claim or controversy between you and Us, or between you and any third-party service provider acting on Our behalf to transmit the mobile messages within the scope of the Program, arising out of or relating to federal or state statutory claims, common law claims, these Terms, Our Privacy Policy, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim or controversy will be determined by arbitration in Seattle, WA before one arbitrator. The arbitration will be administered by JAMS. For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply. For claims less than or equal to \$250,000, the JAMS Streamlined Arbitration Rules in effect at the time the arbitration is commenced will apply. The arbitrator will apply the substantive law of the State of Washington, exclusive of its conflict or choice of law rules. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in this paragraph with respect to applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to these Terms. Either party may commence arbitration by providing to JAMS and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested (“Arbitration Demand”).

To the fullest extent permitted by law, each of the parties agrees that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated hereby.

The appointed arbitrator may award monetary damages and any other remedies allowed by the state law designated above. In making his or her determination, the arbitrator will not have the authority to modify any term or provision of these Terms. The arbitrator will deliver a reasoned written decision with respect to the dispute (the “Award”) to each party, who will promptly act in accordance the Award. Any Award (including interim or final remedies) may be confirmed or enforced in any court having jurisdiction, including any court having jurisdiction over either party or its assets. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review. Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of the court reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to these Terms, the arbitrators will award to the prevailing party, if any, costs and attorneys’ fees reasonably incurred by the prevailing party in connection with that aspect of its claims or defenses on which it prevails, and any opposing awards of costs and attorneys’ fees awards will be offset. The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, or confirmation of an Award or its enforcement, or unless otherwise required by any applicable law. Any documentary or other evidence produced in any arbitration hereunder will be treated as confidential by the parties, witnesses and

arbitrators, and will not be disclosed to any third person (other than witnesses or experts), except as required by any applicable law or except if such evidence was obtained from the public domain or is otherwise obtained independently of the arbitration.

Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Program shall be subject to these Terms unless explicitly stated otherwise in writing. We reserves the right to change these Terms from time to time. Any updates to these Terms shall be communicated to you. You acknowledge your responsibility to review these Terms from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept these Terms, as modified.