

BAILIWIK INC. PRIVACY POLICY

The Effective Date of this Privacy Policy is December 23, 2020.

This Privacy Policy applies to the Bailiwick website and app available on the App Store and Play Store, which are operated by Bailiwick Inc. (“Bailiwick”), and other interactive features available through the website bailiwick.com and app that link to this Privacy Policy (collectively, the “**Service**”). This Privacy Policy explains our information collection practices, such as the types of information we collect regarding users of the Service, how we may use that information, and explains your rights when using the Service. Please review this Privacy Policy carefully. In addition, please review the Service’s [Terms of Use](#), which governs your use of the Service.

Information collected from visitors from outside the United States

If you are using the Service from outside the United States and provide us with personal information, please note that your personal information will be transferred, stored and processed within the United States. The data protection laws in the United States may not be as comprehensive as those in your country. By doing business or interacting with us, you are consenting to the transfer of your personal information to facilities located in the United States and other facility locations selected by us.

If you have any questions regarding this Privacy Policy, please contact us by email at privacy@Bailiwick.com. By using our Service, you consent to our Privacy Policy. If you do not agree with any of the terms of this Privacy Policy, please do not use the Service.

TABLE OF CONTENTS

1. THE INFORMATION THE SERVICE COLLECTS AND HOW BAILIWIK USES THAT INFORMATION

- (a) Information You Provide to the Service
- (b) Information We Collect as You Access and Use the Service
- (c) Public Areas and Information in Your Public Profile
- (d) Information Provided by Another Website
- (e) Information You Provide About a Third Party
- (f) Information Third Parties Provide About You

2. DISCLOSURE OF INFORMATION

- (a) When You Post Information to a Third-Party Website or Interact with Third- Party Widgets
- (b) When You Agree To Receive Information from Third Parties
- (c) Third Parties Providing Services on Our Behalf
- (d) Administrative and Legal Reasons
- (e) Business Transfers

3. YOUR CHOICES

4. THIRD-PARTY CONTENT, LINKS TO THIRD-PARTY SITES AND

- 5. **WIDGETS**
- 6. **ONLINE SHOPPING**
- 7. **SECURITY**
- 8. **CHILDREN**
- 9. **CHANGES TO OUR PRIVACY POLICY**
- 10. **CONTACT INFORMATION**
- 11. **HOW TO CONTACT THE APPROPRIATE AUTHORITY**

1. THE INFORMATION THE SERVICE COLLECTS AND HOW BAILIWIK USES THAT INFORMATION

(a) Information You Provide to the Service

This Service is operated in the United States and is designed and targeted to U.S. audiences and is governed by and operated in accordance with the laws of the United States. The Service may ask you to provide personally identifiable information, which is information that could be used to contact you or identify you personally, such as your name, birth date, mailing address, email address or phone number (“**Personal Information**”) and other information about you, such as demographic information (your, gender, postal code or similar information) or certain information about your reading habits, preferences and interests. The Service collects Personal Information and other information about you at various places and forms, including registration forms, your personal profile page, when you submit a question to us, or when you otherwise communicate or interact with us. If we combine demographic or similar information with the Personal Information we collect, we will treat it as Personal Information under this Privacy Policy.

We use information that we collect through the Service, including your Personal Information, in the following ways: (1) to allow you to participate in the Public Areas (defined below) and other features of the Service; (2) to provide you with information or services that you have requested or agreed to receive; (3) to process your registration with the Service including verifying that your email address is active and valid; (4) to improve and administer the Service; (5) to contact you with regard to your use of the Service and, in our discretion, changes to the Service policies; (6) for our internal business purposes; (7) for purposes disclosed at the time you provide your Personal Information or with your consent.; (8) to comply with legal obligations more generally.

In addition, we may send you notices (for example, in the form of emails, mailings, and the like), and otherwise correspond with you, about products, services, companies, and events, sponsored by us and others, that we think might interest you. You can opt-out of receiving such notices from us by following the unsubscribe link in the email from us.

Please note that information submitted to the Service via a “contact us” or other similar function may not receive a response. We will not use the information provided by you at the “contact us” function to contact you for marketing purposes unrelated to your request.

(b) Information We Collect as You Access and Use the Service

In addition to any Personal Information or other information collected by the Service, our third-party service providers and Bailiwick use a variety of technologies that automatically or passively collect certain usage information whenever you visit or interact with the Service (“Service **Usage Information**”). Service Usage Information may include browser type, operating system, the page served, the time, and the preceding page view, among other information. We may use Service Usage Information for a variety of purposes, including enhancing or otherwise improving the Service. In addition, your IP address or some other unique identifier for the particular device you use to access the Service (a “**Device Identifier**”), as applicable, may be collected. A Device Identifier is a number that is automatically assigned to your computer, your mobile phone, or other device (any, a “**Device**”) used to access the Service, and our computers identify your Device by its Device Identifier. Service Usage Information collected may be non-identifying or may be associated with you. If it is associated with you, it will be treated as Personal Information. The methods that may be used to collect Service Usage Information include the following:

Cookies. A cookie is a data file placed on a Device when it is used to visit the Service. Cookies are used for many purposes, including, without limitation, to keep you signed in, to understand how you use the Service, and your preferences and web pages visited while using the Service. You can disable cookies on your Device, but some features of the Service may not function properly. There are different types of cookies, but our Service uses:

- **Strictly necessary** -we use strictly necessary cookies that collect information from you that is required for you to use certain basic features of the site. We also use performance and analytics cookies and other similar technologies, such as pixels, to improve your user experience and to improve functionality of our site. We may allow our business partners to use these tracking technologies on our site, or engage others to track your use of our site.
- **Functionality** – we use these cookies so that we recognize you on our Service and remember your previously selected preferences. These could include what language you prefer and location you are in. A mix of first-party and third-party cookies are used.
- **Advertising** – we use these cookies to collect information about your visit to our Service, the content you viewed, the links you followed and information about your browser, device, and your IP address. We sometimes share some limited aspects of this data with third parties for advertising or analytics purposes. We also share online data collected through cookies with our advertising partners. This means that when you visit another Service, you may be shown advertising based on your browsing patterns on our Service.

Web Beacons. Small graphic images or other web programming code called web beacons (also known as “1x1 GIFs” or “clear GIFs”) may be included in our app, web pages and messages. Web beacons may be invisible to you, but

any electronic image or other web programming code inserted into a web page or email can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the Service, to monitor how users navigate the Service, to count how many messages that were sent were actually opened or to count how many particular articles or links were actually viewed.

Embedded Scripts. An embedded script is programming code that is designed to collect information about your interactions with the Service, such as the links you click on. The code is temporarily downloaded onto your Device from our server or a third-party service provider, is active only while you are connected to the Service, and is deactivated or deleted thereafter.

(c) Public Areas and Information in Your Public Profile

If you register to join the Service (“**Member**”), you create a public profile that includes information such as your photo, username, city/state, bio (including activity on the Service) and interests (if you choose to provide them) as well as other information that you choose to post publicly (“**Profile**”). Your Profile does not include your date of birth or the number and street portion of your mailing address unless you choose to provide it. The Service may publicly post information about your activity on the Service as a Member, including, without limitation, information about when you last logged into the Service; when you joined the Service; and the content of your posts. Your Profile can be viewed by other Members of the Service only.

The Service contains public areas to which you can contribute your original text and other content; Message Boards section (which includes a variety of different online discussions); and your Profile (collectively, “**Public Areas**”).

If you submit comments, blog posts, votes, forum messages, tags (your description of particular content), suggestions, photographs, text, videos or other content to Public Areas (“**User Content**”), it may be published online or offline in any media or format (currently existing or hereafter developed). Other members of the Service will have access to your User Content and may have the ability to share it with third parties across the Internet. BAILIWIK uses your User Content, or any portion of it, for advertising, marketing, publicity and promotional activities. For the full terms and conditions regarding User Content you submit to the Service, please review the Service’s [Terms of Use](#).

Please note that BAILIWIK cannot ensure the security of any information you choose to make public and cannot ensure that parties who have access to such publicly available information will respect your privacy. Therefore, do not include Personal Information in your Profile, User Content, a Public Area or any message that you send using the Service that you do not wish to make public. We are not responsible for the actions of our users and do not run background checks on individuals who use our Service. If you use the Service to arrange a meeting with

another member you've only met online, please use caution. See the [Terms of Use](#) for more information about appropriate uses of and content for the Service.

(d) Information Provided by Another Website

This Service has functionality that allows certain kinds of interactions between your account on the Service and your account on a third-party website, such as email programs, Instagram or Twitter. The use of this functionality involves the third-party web site providing certain information, including Personal Information, to the Service. The Privacy Policies of those services apply to any information transmitted on them. For example, you may choose to authorize the Service to import photos from your Instagram account. If you choose to use this functionality, the third-party site may send personal information about you to the Service, and the Service may send some or all of your Personal Information to the third-party web site. **If you stop using the Service for any reason or you stop using the third-party platform that you linked to the Service, some or all of your Personal Information may be retained by, and may appear on, the Service or by and on the third-party's site.**

(e) Information You Provide About a Third Party

If you send someone else a communication from the Service, the information you provide (names, email addresses, etc.) is used on a one-time basis to facilitate the communication, and is not saved nor used by us for any other marketing purpose unless we obtain consent from that person or we explicitly state otherwise. Please ensure that each person to whom you send a message from the Service is someone whom you know and who you believe is not opposed to receiving the message.

(f) Information Third Parties Provide About You

We also may, from time to time, supplement the information we collect with information about you from affiliates or third parties in order to enhance our ability to serve you. We may combine the information we receive from those other sources with information we collect through the Service. In those cases, we will apply this Privacy Policy to any Personal Information received, unless otherwise specifically disclosed by us at the time you provide your Personal Information.

2. DISCLOSURE OF INFORMATION

What do we use your information for?

Any of the information we collect from you may be used in one or more of the following ways:

- To enable you access and use the site
- To personalize your experience (Your information helps us to better respond to your individual needs.)

- To improve our Service (We continually strive to improve our Service offerings based on the information and feedback we receive from you.)
- To improve customer service (Your information helps us to respond more effectively to your customer service requests and support needs.)
- To process transactions
- To send periodic emails
- To process your reservation or order
- To communicate on the site

We also share non-personally identifiable information, such as aggregated user statistics, with third parties. We do not provide your Personal Information to third parties for those third parties' marketing purposes unless you consent to such sharing at the time you provide your Personal Information. If you consent to such sharing for marketing purposes, we may use your Personal Information for promotional and marketing purposes with companies with whom we enter into marketing and promotional arrangements.

We process this information given our legitimate interest in improving our site and our users' experience with it, and where it is necessary for the performance of a legal obligation. We may process your information if it is necessary for legitimate interests.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order or access your personal information.

We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our payment gateway providers database only to be accessible by those authorized with special access rights to such systems, and they are required to keep the information confidential.

After a transaction, your private financial information (credit card numbers, social security numbers, financial information, etc.) will not be stored on our servers. We may retain such information as your name, address, email, and information relevant to your order or reservation.

Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than as necessary for delivering a product or service purchased or requested by you or as described below.

Data Access, Portability, Retention and Erasure

Some jurisdictions, through data privacy laws like GDPR and CCPA, may entitle you to request copies of your personal information held by us. You may also be entitled to request copies of personal information that you have provided to us, and/or you may request us to transmit this information to you or another service provider where this is technically feasible.

We generally retain your personal information for as long as is necessary for the performance of your use of our site with your consent, and for us to comply with our legal obligations. If you no longer want us to use your information that you provide on our site, you can request that we erase your personal information and close your account registration. Please note that if you request erasure of your personal information, we may retain some personal information as necessary to our legitimate business interests, like fraud detection and enhancing user safety. We may also retain information to comply with our legal obligations, like our legal reporting or auditing obligations.

Please email us at privacy@bailiwick.com if you have questions about data access, portability, retention and erasure. We may respond to your request within 30 days.

You also have the right to submit complaints about the data processing activities carried out on our site before your jurisdiction's data protection agency, (e.g., UK's Information Commissioner's Office). Nothing in this Privacy Policy limits your right to contact your jurisdiction's data protection agency.

We also share the information we have collected about you, including Personal Information, as disclosed at the time you provide your information and as described in this Privacy Policy and in the following circumstances:

(a) When You Post Information to a Third-Party Website or Interact with Third-Party Widgets

The Service may allow you to share certain information with third-party websites by posting to your account on those third-party sites. Also, your interactions with third-party widgets on the Service may send information to that third party if you have an account with that third party. We are not responsible for the privacy policies and practices of these third parties and websites and, therefore, you should review their privacy policies and practices prior to agreeing to share your information.

(b) When You Agree To Receive Information from Third Parties

The Service presents opportunities to receive information and/or marketing offers from one or more third parties. **If you agree at that time to have your Personal Information shared, your Personal Information will be disclosed to that third party (or parties) and will be subject to the privacy policy and practices of that third party.** We are not responsible for the privacy policies and practices of third parties and, therefore, you should review the privacy policies

and practices of third parties prior to agreeing to share your information. If you later decide that you no longer want to receive communication from a third party, you will need to contact that third party directly.

(c) Third Parties Providing Services on our Behalf

We use third-party vendors to perform certain services on behalf of the Service, such as hosting the Service, designing and/or operating the Service's features, tracking Service analytics, enabling BAILIWIK to send you email, or performing other administrative services. We provide these companies with access to user information, including Personal Information, to carry out the services they are performing for you or for BAILIWIK. We share your Personal Information with our third-party vendors that provide internal support to BAILIWIK's and the Service's operations including maintenance, management, storage, disposal of Personal Information and/or fulfillment of offers and services.

(d) Administrative and Legal Reasons

We may transfer and disclose user information, including Personal Information, to third parties: (i) in the event we are required to respond to subpoenas or other legal process or if in our good faith opinion such disclosure is required by law; (ii) at the request of governmental authorities conducting an investigation; or (iii) to protect and/or defend the Service's [Terms of Use](#) or other policies applicable to the Service or to protect the personal safety, rights, property or security of BAILIWIK or any individual. We may also use Device Identifiers, including IP addresses, to identify users, and may do so in cooperation with copyright owners, Internet service providers, wireless service providers or law enforcement agencies in our discretion. Such disclosures may be carried out without notice to you.

(e) Business Transfers

We share your Personal Information with our corporate parent and other entities affiliated with us for business and operational purposes. BAILIWIK also reserves the right to disclose and transfer all information related to the Service, including Personal Information: (i) to a subsequent owner, co-owner or operator of the Service or applicable database; or (ii) in connection with a corporate merger, consolidation, restructuring, the sale of substantially all of BAILIWIK's stock and/or assets or other corporate change, including, without limitation, during the course of any due diligence process.

3. YOUR CHOICES

As noted in this Privacy Policy, we may contact you to provide you with information about programs and services that may be of interest to you. You can opt-out of receiving advertising and promotional email from us by following the opt-out instructions in our email messages. To ensure that your opt-out request is honored, you must use the designated method in the email message to notify us of your opt-out request, as we cannot guarantee that other methods of notification will be effective or timely. Please note that even if you chose to opt-

out of our emails, we may continue to send you important service-related communications, including follow-up messages regarding actions you have taken (e.g., changes made to your Profile). You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information provided as part of registration. The Service allows you to correct or update Personal Information you have provided through a form on the Service or otherwise. If you wish to close your account, you can email privacy@Bailiwik.com and request that your account be closed. BAILIWIK will make good faith efforts to make requested changes in our then-active databases as soon as reasonably practicable. When you edit your Personal Information or change your preferences on the Services, this information may persist internally for BAILIWIK's administrative purposes. If you wish to close your account, please note that it may not be feasible for us to completely remove or delete all of your information from our databases and that residual data may remain on backup media or for other reasons, and if you have made any public postings on the Service, such as in the Public Areas, these communications may remain publicly available.

4. THIRD-PARTY CONTENT, LINKS TO THIRD-PARTY SITES, AND WIDGETS

The Service may contain content that is supplied by a third party, including advertisers, and those third parties may collect Service Usage Information and your Device Identifier when web pages from the Service are served to your Device. In addition, the Service may contain links to third-party web sites that BAILIWIK does not control. For example, if you “click” on a link from an advertisement or sponsorship link on BAILIWIK, the “click” may take you off the Service and onto a different website. These links could include links from sponsors, advertisers and others that may reference the Service or the Service's logo as part of a co-branding agreement. Also, Service widgets may be included on third-party web pages and websites that are not associated with BAILIWIK and over which we have no control. BAILIWIK is not responsible for the privacy practices employed by any third-party web site. These other web sites may set cookies on your Device, independently collect data or solicit personal information and may or may not have their own published privacy policies. BAILIWIK encourages you to be aware of when you leave our Service and to read the privacy statements of all third-party web sites before submitting any Personal Information to those sites.

5. ONLINE SHOPPING

Note that when you click a link to buy goods or services on the Service, you will be forwarded to a different site for the transaction (“Transaction Site”). The personal and payment information you submit on the Transaction Site is subject to the privacy policy, [Terms of Use](#) and any other relevant policies on the Transaction Site. Please review those documents to ensure that you agree with them before placing an order on the Transaction Site. The Personal Information that you opt to share with us and that we share with third parties will be used to

generate targeted advertising based on how you use BAILIWIK and other sites.

6. SECURITY

Please remember that no data transmission over the Internet, or by other means, can be guaranteed to be 100% secure. Thus, while we strive to protect your Personal Information, we cannot ensure or warrant the security of any information you transmit to us. Therefore, you understand, acknowledge, and agree that you transmit certain Personal Information over this Service, any Transaction Site and any linked or affiliated sites at your own risk.

Once we receive your data, we shall use commercially reasonable efforts to help protect and secure the information you provide to us.

7. CHILDREN

The Service is a general audience web site and we do not knowingly collect Personal Information from children younger than age 13. If you are under 13 years of age, please do not use this Service. If we are notified that a person under 13 years of age has submitted Personal Information to us, we will close that person's account or take other appropriate action.

8. CHANGES TO OUR PRIVACY POLICY

Bailiwick reserves the right to change this Privacy Policy at any time without notice to you. Any changes will be effective immediately upon the posting of the revised Privacy Policy. BAILIWIK will not, however, use your Personal Information without your consent in a manner materially different than what was stated at the time it was collected.

9. CONTACT INFORMATION

If you have questions or comments about our Privacy Policy or our practices, you may contact us by email to the attention of the Privacy Administrator at privacy@Bailiwick.com.

10. HOW TO CONTACT THE APPROPRIATE AUTHORITY

Should you wish to report a complaint or if you feel that we have not addressed your concern in a satisfactory manner, you may contact the national data protection authority in your country.

Terms of Use

Please also visit our [Terms of Use](#) section establishing the use, disclaimers, and limitations of liability governing the use of our website.