



As of April 3, 2023, this Global Privacy Policy (this “Privacy Policy”) applies to the visitors of <https://mica.io> and its various subpages (the “Website”), any Mica mobile application now existing or hereafter created (if applicable, an “App”), and any other services or features made available through the Website, App, or otherwise accessed by a visitor (each of the foregoing a “Service” and collectively, the “Services”), owned and operated by 1080 Network, Inc. dba Mica (“Mica,” “we,” or “us”). By visiting and/or using the Services, each user of the Services (each a “User”) agrees to the terms of this Privacy Policy.

Each User authorizes us to collect and/or receive such User’s information and is encouraged to read this Privacy Policy, and to use the information it contains to help make informed decisions. Mica has created this Privacy Policy to Inform Users of the information Mica collects, how Mica may use that information, and who Mica may share that information with, if at all. This Privacy Policy does not address the privacy practices of any third parties not owned or controlled by Mica.

## ***1. Information Mica Collects or Receives***

While operating the Services, Mica may collect and/or receive the following types of information.

- A. **Personal Information.** When a User signs up or contacts Mica, the User is required to provide Mica with non-sensitive personal information (collectively, “Personal Information”). Such Personal Information may include the User’s name, email address, location (such as physical or mailing address), and/or phone number. Mica may receive or collect information that identifies a User personally only if a User chooses to provide such Sensitive Personally Identifiable Information (“Sensitive PII”) to Mica via email or other means. Such Sensitive PII may include the User’s Social Security Number, banking information, and date of birth. Mica does not collect any Sensitive PII or Personal Information from a User when a User accesses the Services unless the User voluntarily provides such information.
- B. **Third-Party Log In.** By signing in through a Mica affiliate, Users authorize Mica to collect, store, and use, in accordance with this Privacy Policy, any and all information that the User agreed that the affiliate would provide to Mica through the affiliate’s Application Programming Interface (“API”). Such information may include, without limitation, the User’s first and last name, username, date of birth, profile picture, headline, unique identifier and access token, and email address.
- C. **Payment Information.** Users who choose to make a purchase or subscribe to a feature of the Services that requires a fee may be required to provide

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payment information, including, without limitation, bank account numbers, credit card or debit card numbers, account details, Automated Clearing House (“ACH”) information, and/or similar data (collectively, “Payment Information”). Such Payment Information will be collected and processed by our third-party payment vendors pursuant to the terms and conditions of their privacy policies and terms of use, and Mica does not obtain access to any Payment Information in connection with such purchases or subscriptions.

- D. **Third-Party Analytics.** Mica and the third-party technology providers Mica works with may use third-party analytics services (e.g., Google Analytics) to evaluate use of the Services, compile reports on activity, collect demographic data, analyze performance metrics, and collect and evaluate other information relating to the Services and mobile and Internet usage. These third parties may use cookies and other technologies to help analyze and provide Mica with such data. By using the Services, Users consent to the processing of data by these analytics providers in the manner and for the purposes set out in this Privacy Policy. For more information on these third parties, including how to opt out from certain data collection, please contact the provider directly. Please be advised that if a User opts out of any such service, the User may not be able to access the full functionality of the Services.
- E. **Other Information.** In addition to the Personal Information and Payment Information, Mica may automatically collect or receive additional information regarding Users and their access to the Services; Users’ interactions with Mica, its Services, and its advertising; and information regarding Users’ computers and mobile devices used to access the Services (collectively, “Other Information”). Such Other Information may include:
- i. **From A User.** Users may voluntarily provide additional information about such User to Mica.
  - ii. **From User Activity.** Mica may collect or receive information regarding, but not limited to:
    - a. IP address, which may consist of a static or dynamic IP address and will sometimes point to a specific identifiable computer or mobile device
    - b. Browser type and language
    - c. Referring and exit pages and URLs
    - d. Date and time
    - e. Details regarding User activity of the Services, such as search queries and other performance and usage data.
  - iii. **From Cookies.** Mica may use both session cookies, which expire once a User stops using the Website or App, and persistent cookies, which stay on the User’s mobile device until the User deletes them, and other technologies to help Mica collect data and to enhance the experience of the Services. If a User does not want Mica to deploy cookies in the

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Website or App, the User may opt out by setting the User's device to reject cookies. A User can still use the Services if a User chooses to disable cookies, although the ability to use some of the features may be affected.

## ***2. Information Collected By or Through Third-Party Advertising Companies***

Mica may share Other Information about User activity with third parties for ad distribution and ad optimization (defined as the tailoring, targeting (i.e., behavioral or contextual), retargeting, analyzing, managing, reporting, and optimizing of ads). These third parties may use cookies, pixel tags (also called web beacons or clear gifs), and/or other technologies to collect Other Information for such purposes. In addition, Mica may receive Other Information from advertisers and/or their service providers, such as advertising identifiers, IP addresses, and post-conversion data. If Users wish to opt out of third-party interest-based advertising, they may visit such third-party's website or support for more information on the applicable opt out process.

## ***3. How Information is Used and Shared***

- A. Users authorize Mica to use the Personal Information, Payment Information, and Other Information (collectively, "Information") to provide and improve the Services, administer promotional programs, solicit User feedback, and inform Users about products and services. In order to provide the Services and administer promotional programs, Mica may share the Information with third-party promotional and marketing partners, including, without limitation, businesses participating in Mica's various programs.
- B. Mica engages third-party companies and individuals to perform functions on its behalf. Examples may include providing technical assistance, customer service, marketing assistance, and administration of promotional programs. These other companies will have access to the Information only as necessary to perform their functions and to the extent permitted by law.
- C. In an ongoing effort to better understand Users and the Services, Mica may analyze certain Information in anonymized and aggregate form to operate, maintain, manage, and improve the Services. This aggregate information does not identify a User personally. Mica may share and/or license this aggregate data to its affiliates, agents, business and promotional partners, and other third parties. Mica may also disclose aggregated User statistics to describe the Services to current and prospective business partners and investors and to other third parties for other lawful purposes.
- D. Mica may share some or all User Information with parent companies, subsidiaries, joint ventures, or other companies under common control with Mica, or to third parties in connection with a sale or investment. As Mica



develops, it may sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, sale of assets, dissolution, or similar event, the Information may be part of the transferred assets.

- E. To the extent permitted by law, Mica may also disclose the Information when required by law, court order, or other government or law enforcement authority or regulatory agency; or whenever Mica believes that disclosing such Information is necessary or advisable, for example, to protect the rights, property, or safety of Mica or others, including a User. Mica will only disclose or provide access to Sensitive PII if legally required to do so in order to comply with an investigation, regulatory requirements, or other applicable laws.

## ***4. Accessing and Modifying Information and Communication Preferences***

Users that have provided any Personal Information may access, remove, review, and/or make changes to the same by contacting Mica as set forth below. In addition, Users may manage their receipt of marketing and non-transactional communications by clicking on the “unsubscribe” link located on the bottom of any marketing or advertising emails. Mica will endeavor to process such requests in a timely manner. Users should be aware, however, that it is not always possible to completely remove or modify information in subscription databases. Users cannot opt out of receiving transactional emails related to the Services (e.g., requests for support).

Mica may also deliver notifications to Users’ mobile devices (e.g., push notifications). Users can disable these notifications by deleting the relevant service or by changing the settings on the mobile device.

## ***5. How Mica Protects User Information***

Mica takes industry standard steps to protect the Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. However, no security system is impenetrable. Mica cannot guarantee the security of its databases or the databases of the third parties with which Mica may share such Information, nor can Mica guarantee that the Information supplied by Users will not be intercepted while being transmitted over the Internet. In particular, email sent to Mica may not be secure, and Users should therefore take special care in deciding what Information is provided to Mica and how it is transmitted.

## ***6. Risk Analysis and Management***

Mica will conduct an initial risk assessment and subsequent risk assessment(s), as appropriate, to identify potential risks to and vulnerabilities with respect to Sensitive PII, Personal Information, proprietary or confidential information, or other protected

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information (collectively referred to as "Protected Information") possessed or maintained by Mica. Mica will also adopt and implement industry standard and appropriate safeguards and security measures to protect against any reasonably foreseeable threats to the privacy, integrity, and availability of the Protected Information and the information systems in which Protected Information is created, received, transmitted, and maintained.

## ***7. Information Systems Security, Backups, and Incidents***

Mica will review information systems activity on a periodic basis to determine whether Information is accessed or disclosed inappropriately. Any security incidents identified as a result of information systems activity review will be investigated in an industry standard manner to ensure proper security of Users' information.

Back-ups of critical information, as determined by Mica, will be conducted in a manner to allow timely recovery of information. Mica will identify what data is most critical to its organization through a formal data classification process or through an informal review of information assets. Regardless of the method, critical data will be identified so that it can be given the highest priority during the backup process.

Any information concerning a known or suspected privacy or security breach (an "Incident") must be reported to Mica without delay and in writing. Mica will conduct a prompt assessment of the nature and scope of the Incident and identification of what Protected Information has been accessed or misused, if any. Mica will promptly notify the appropriate authorities, if applicable, once Mica becomes aware of an incident involving unauthorized access to or use of Sensitive PII.

## ***8. Employee Security***

Mica will ensure that employees who need to have access to Protected Information have appropriate access while other workforce members who do not require Protected Information to perform their job duties are prevented from accessing such Information. All employees and others who need to have access to Protected Information will be identified in an access control list, and authorization to access Protected Information will be granted as necessary based on job functions.

## ***9. Important Notices to California Residents***

California law may provide Users with additional rights regarding Mica's use of Personal Information under the California Consumer Privacy Act ("CCPA"). Mica does not "Sell" (as such term is defined in the CCPA) the Personal Information it collects, but may in the future. The CCPA considers some transfers of Personal Information to third parties in exchange for value as a "Sale," even if no money changes hands, such as when online identifiers, device IDs, and other information is shared with

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third-party businesses to further their own commercial purposes such as generating profiles about individuals. In the event Mica decides to Sell Users' Personal Information, California residents have the right to opt-out of the Sale. Note that Mica can still share Personal Information with third parties if those transfers aren't "Sales," such as with Mica's Service Providers (as defined in the CCPA). Additionally, Mica may use third-party cookies for advertising purposes as further described above.

Subject to certain limitations, the CCPA permits Users of the Services that are California residents to:

- A. Request more information regarding Mica's collection of specific categories or pieces of information (including how Mica uses and discloses the information)
- B. Request that Mica delete such User's Personal Information
- C. Request to opt out of any "Sales" that may be occurring
- D. Not be discriminated against for exercising any of these rights

California residents may make such a request pursuant to their rights under the CCPA by sending an email to [privacy@mica.io](mailto:privacy@mica.io).

## ***10. Important Notices to Non-U.S. Residents***

The Services and its servers are operated in the United States. If a User is located outside of the United States, such User's Information, including Personal Information, may be transferred to, processed, maintained, and used on computers, servers, and systems located outside of such User's state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in the User's jurisdiction. If a User is located outside the United States and chooses to use the Services, such User hereby irrevocably and unconditionally consents to such transfer, processing, and use in the United States and elsewhere.

Users have the following rights under the GDPR (General Data Protection Regulation) to:

- A. Be informed about the collection and use of their personal data
- B. Access their personal data
- C. Correct errors in their personal data
- D. Erase their personal data
- E. Object to the processing of their personal data
  - i. This right is also available to individuals whose personal data is processed by Mica for direct marketing purposes. If a User objects to the processing of their personal data for direct marketing purposes, Mica shall stop processing within 30 days of receipt of their request.

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- F. Export their personal data
- G. Restrict Mica's processing of their personal data for specific reasons, including any of the purposes supported by the legitimate interest of legal basis.

## **11. Children**

The Services are not directed to children under the age of 18. Mica adheres to the Children's Online Privacy Protection Act (COPPA) and will not knowingly collect Personal Information from any child under the age of 13. If any person believes that a User under the age of 13 may have provided Personal Information in violation of this Privacy Policy, please contact Mica at the address below.

## **12. Changes to This Privacy Policy**

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. Mica may change this Privacy Policy from time to time in its sole discretion. Notice of any such changes will be posted on the Website or App. By accessing the Services after Mica makes any such changes to this Privacy Policy, Users are deemed to have accepted such changes. To the extent permitted by applicable law, Mica's use of the Information is governed by the privacy policy in effect at the time Mica collects the Information.

## **13. How to Contact Mica**

Users that have a question about this Privacy Policy may contact Mica by email at [privacy@mica.io](mailto:privacy@mica.io) with "Privacy Policy" in the subject line, or mail to the following address:

**Mica**  
**Attention: Legal**  
**15511 HWY 71 West St. 110**  
**#241**  
**Bee Cave, TX 78738**  
**USA**