

## TERMS AND CONDITIONS

These Terms and Conditions ("Agreement") are entered into by and between TuMeke, LLC, a Delaware limited liability company having its principal office at 7 41st Ave #110 San Mateo CA 94403 ("us", "we", or "our" or "TuMeke") and the undersigned individual or entity ("Customer" or "you" or "your"). This Agreement is effective as of initial use of the TuMeke product or acknowledged and accepted electronically online ("Effective Date").

- 1. Nature of Agreement.** By entering into this Agreement, you agree to the services from, and/or accessing the hosted services through our third-party hosting provider (the "Service"). Those Services include, but are not limited to, the upload and processing of videos and/or the entry/upload of other data for the purposes or ergonomic assessments. This agreement defines the terms and conditions under which TuMeke has agreed to provide to Customer certain Services in exchange for subscription fees. "Customer" means any person, or entity on behalf of which a person, who accepts and has agreed to purchase the Services from TuMeke. Those Services include, but are not limited to, the upload and processing of videos and/or the entry/upload of other data for the purposes or ergonomic assessments. The specific nature and term of the Services are (i) described in more detail in one or more attachments to this Agreement, each of which is referred to as a "Services Attachment" (e.g., invoice, subscription fee order, purchase order) or (ii) defined by choices made in the course of registering, selecting and submitting payment for Services for such purpose. Customer also agrees to pay the additional fees, if an account requiring the same is described or defined, for the contracted Services. Any materials, data or other content made available to Customer in connection with the TuMeke Services are referred to in this Agreement as the "Licensed Content." Certain portions of the Licensed Content may originate with third-party contractors of TuMeke. Such persons are referred to herein as the "Third-Party Licensors." TuMeke will be obligated to provide its Services (the "TuMeke Services") once TuMeke and Customer have agreed in writing to this Agreement and one or more Services Attachments. In the event of any conflict between this Agreement and a Services Attachment, the terms of this Agreement will apply.
- 2. Payment Terms.** Unless otherwise stated in a Services Attachment, after the initial subscription fee, which shall be invoiced upon mutual execution of this Agreement, TuMeke shall invoice Customer once for all subscription fees for the pilot period, unless such fees have been waived. If TuMeke and the Customer decide to move forward with a fully paid version of the product, new payment terms will be submitted to the Customer.
- 3. Duty of Care.** TuMeke shall use its commercial best efforts to provide the TuMeke Services in a professional and workmanlike manner consistent with industry standards and applicable laws and regulations. However, because the provision of the TuMeke Services involves the use by TuMeke of third-party content providers and licensors, cloud hosting services (e.g., Amazon Web Services) as well as of the internet and third-party technology providers, TuMeke cannot be responsible for problems arising from such sources. Additionally, the factual information included in the Licensed Content is derived from third-party records, and while TuMeke will use commercially reasonable efforts in the sourcing of such information, it cannot and does not guarantee the accuracy or completeness of such information. The Licensed Content constitutes the "Confidential Information" (as defined below) of TuMeke and its Third-Party Licensors and is therefore subject to the confidentiality provision of this Agreement. Customer may only use the

TuMeke Services and Licensed Content, for its own internal business purposes, and may not resell, disseminate, recompile, or otherwise use the Licensed Content for any purpose not permitted herein.

4. **Compliance with Applicable Laws; Security of Passwords.**
  1. Both parties agree that they will materially comply with all laws and regulations applicable to its obligations set forth in this Agreement;
  2. Customer may be issued certain passwords in connection with the TuMeke Services and shall be responsible for maintaining their confidentiality and security, and for all activities conducted under Customer's account, including all fees associated therewith.
1. **Certain Definitions.** For the purposes of this Agreement, "TuMeke Technology" are the methodology, web interfaces, mobile apps and database platforms used by TuMeke to deliver the products and Services that it provides for its subscription fees.
2. **Security of Computer Systems and Networks.** Customer agrees to use the software, networks and hardware provided by TuMeke only in accordance with the terms of this Agreement, and not to access other systems which may be accessible via the TuMeke Services. Customer additionally agrees to prohibit its employees and agents from interfering with or disrupting the use of any such systems or the TuMeke Services.
3. **Ownership.** As between TuMeke and Customer, TuMeke shall retain all right, title and interest in and to the TuMeke Services and TuMeke Technology, and any changes, derivatives, corrections, developments, bug fixes, enhancements, updates and other modifications thereto, and as between the parties all such rights shall vest in and be assigned to TuMeke. Nothing in this Agreement will confer on Customer any right of ownership or interest in the any of the TuMeke Services and TuMeke Technology, other than the limited license set forth in this Section. In consideration of payment of the fees for the TuMeke Services, subject to the terms and conditions of this Agreement, TuMeke grants to Customer for the term of this Agreement, a world-wide, non-exclusive, royalty-free, non-transferable, non-sublicensable right to use the TuMeke Services only for Customer's internal purposes. Customer acknowledges and permits, without further payment or any kind and in perpetuity, TuMeke to compile and use statistical or aggregate, non-personally identifiable and de-identified information about TuMeke or its users of the TuMeke Services; provided, however, that such use will not in any manner include contact information or otherwise identify and cannot be used to identify the Customer or any users. As Customer also hereby grants to TuMeke a sublicensable, transferrable, royalty free, worldwide, perpetual, paid-up right and license to use any content, including but not limited to videos, video metadata, data entered into or compiled by the Service, in order to deliver the TuMeke Technology to Customer.
4. **Accounts.** When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. An account is intended for use by one named user with limitations on the size and number of videos processed as defined in the Services Attachment; use of an account by more than one user constitutes a breach of the terms of this Agreement and Customer's account may be immediately disabled. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another

person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene. You may not upload content (e.g., videos) that contain content that is offensive, vulgar, obscene or illegal. Determination of what content is offensive, vulgar, obscene will be made by TuMeke personnel, in their sole discretion. We reserve the right to refuse Service, terminate accounts, remove or edit content, or cancel orders in our sole discretion. We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of this Agreement. If you wish to terminate your account, you may simply discontinue using the Service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

5. **Effect of Expiration or Termination.** On the effective date of any expiration or termination of this Agreement, neither party will have any continuing obligations to the other except as expressly set forth herein, and: (a) TuMeke will no longer make the TuMeke Services available unless otherwise agreed by the parties in writing; (b) Customer shall pay TuMeke all amounts theretofore accrued in accordance with the original payment terms; and (c) each party will return (or certify in writing that it has destroyed) all Confidential Information of the other within thirty (30) days, retaining only such copies thereof as are required to comply with applicable legal or accounting record-keeping requirements.
6. **Confidential Information.** Each of the parties hereby acknowledges that in the course of performing its obligations hereunder, the other party may disclose to it certain information and know-how, which the disclosing party has identified as such or which a reasonable person would believe to be the same, that is non-public, confidential or proprietary to the disclosing party ("Confidential Information"). Each party acknowledges that any Confidential Information disclosed to it is of considerable commercial value and that the disclosing party would likely be harmed by the disclosure thereof, except as specifically authorized by the disclosing party. Each party therefore agrees to keep in strict confidence all such Confidential Information that may from time to time be disclosed to it and agrees not to disclose such information to any third party for any purpose other than those permitted herein without the prior written consent of the other. Each party agrees that because of the extraordinary nature of such information, the disclosing party may not have an adequate remedy at law in the event of the non-disclosing party's breach or threatened breach of its non-disclosure obligations, and that the disclosing party may suffer irreparable injury and as a result of any such breach. Accordingly, in the event either party breaches or threatens to breach the obligations of confidentiality herein, in addition to and not in lieu of any legal or other remedies, the non-breaching party may pursue hereunder or under applicable law, each party shall have the right to seek equitable relief (including the issuance of a restraining order or injunction) from a court of competent jurisdiction, in addition to the right to seek all costs associated with seeking and obtaining such relief, including attorney's fees. The provisions of this paragraph shall not apply to any information identified as confidential to the extent it was (i) independently developed by the receiving party as evidenced by documentation in such party's possession, (ii) lawfully received by it free of restrictions from another source having the right to furnish the same, (iii) generally known or available to the public without breach of this Agreement by the receiving party or (iv) known to the receiving party free of restriction at the time of such disclosure as evidenced by documentation in such party's possession.
7. **Force Majeure.** Neither party shall be liable for any delay or failure to perform any of its obligations hereunder to the extent that such delays or failures are due to circumstances beyond

its reasonable control, including acts of God, strikes, riots, acts of war, or governmental regulations imposed after the date of this Agreement.

8. **Notices.** All notices, requests or communications required hereunder shall be in writing and shall be deemed to have been duly given (i) upon delivery, if delivered personally against written receipt, (ii) three (3) days after posting by certified air mail, postage prepaid, return receipt requested, (iii) upon confirmed receipt, if delivered by telecopier or (iv) the next day, if delivered by a recognized overnight commercial courier, such as Federal Express or UPS, addressed in each instance to the parties at the addresses first set forth above (or at such other addresses as shall be given by either of the parties to the other in accordance with this paragraph).
9. **Disclaimer of Warranties.** Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether expressed or implied, including, but not limited to, the implied warranty of merchantability, fitness for a particular purpose, non-infringement or course of performance. Except for the express warranties stated in this Agreement, neither TuMeke nor any third party licensor makes, and each hereby disclaims, any and all other express, implied and/or statutory warranties with respect to the TuMeke Services and/or Licensed Content, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose. TuMeke its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements. As the TuMeke Services are provided via a cloud hosting/storage provider (e.g., Amazon Web Services), TuMeke is not responsible for any loss of data resulting from operation, acts or omissions of the cloud hosting or storage provider or any other third party. Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations below may not apply to you.
10. **Limitations of Liability.** Except for a breach of Section 9 ("Confidential Information") or the indemnification obligations arising under Section 17 ("Indemnification"), in no event will either party be liable to the other party or any third party for any special, incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue or lost profits, even if advised of the possibility of such damages, whether arising under a theory of contract, tort (including negligence), strict liability or otherwise. Notwithstanding the foregoing, neither party's liability will exceed the aggregate fees paid to TuMeke during the three (3) month period preceding the events giving rise to the claim.
11. **Basis of the Bargain; Failure of Essential Purpose.** The parties acknowledge that TuMeke has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.
12. **Availability, Errors and Inaccuracies.** We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service. We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

13. **Links to Other Web Sites.** Our Service may contain links to third party web sites or services that are not owned or controlled by TuMeke. TuMeke has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites. You acknowledge and agree that TuMeke shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such third-party web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

14. **Indemnification.**

1. Except as otherwise limited by the other provisions of this Agreement, the Customer agrees to indemnify, defend and hold harmless TuMeke and any employee, representative, agent, director, officer or permitted assign of TuMeke (each an "Indemnified Party") from and against any and all claims, actions, suits, proceedings, liabilities, obligations, losses, and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorneys' fees, court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, "Losses") arising out of a third party claim against TuMeke alleging that: (a) Customer or Customer's client violated or failed to comply with any provision of this Agreement or applicable law in its use or handling of TuMeke Services and/or Licensed Content provided by TuMeke; (b) Customer or Customer's client infringed a copyright or trademark or misappropriated a trade secret by using the TuMeke Services or Licensed Content in an unauthorized manner; or (c) Customer's breach of its confidentiality obligations.
2. Notwithstanding anything in this Agreement to the contrary, at TuMeke's expense as provided herein, TuMeke agrees to defend, indemnify, and hold harmless Customer from and against any claim, action, proceeding, liability, loss, damage, cost, or expense, arising out of: (a) any finding by a court of competent jurisdiction by a third party that Customer's authorized use of the TuMeke Services infringes a third party's intellectual property rights; (b) any breach of confidentiality; (c) TuMeke's gross negligence or willful misconduct in its performance under this Agreement; or (d) any bodily injury, death of any person or damage to real or tangible personal property caused by the grossly negligent or more culpable acts of Indemnifying Party or its personnel.
  1. Both parties hereto shall cooperate in the defense or prosecution of any such third party claim and shall furnish such records, information and testimony, as may be reasonably requested in connection therewith.
  2. The indemnified party shall promptly notify the indemnifying party in writing of the assertion and basis of any claim, or the commencement and basis of any action, suit or proceeding by any third party in respect of which indemnity may be sought hereunder and will give the indemnifying party such information with respect thereto as the indemnifying party may reasonably request, but failure to give such notice shall not relieve the indemnifying party of any liability hereunder (unless the indemnifying party has suffered material prejudice by such failure).
  3. The indemnified party shall not consent to, or enter into, any compromise or settlement which settlement, or consent to the entry of any judgment arising from any such claim without the indemnifying party's prior written consent, not to be unreasonably withheld.

15. **Assignment.** We may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.
16. **Export Controls.** Customer will not export, re-export, transfer, or otherwise make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all U.S. export control laws and regulations and those of any other country within whose jurisdiction Customer operates or does business.
17. **Miscellaneous.**
1. Except as otherwise set forth specifically herein, the remedies provided by this Agreement are not intended to be exclusive. Each shall be cumulative and shall be in addition to all other remedies available to either party under law or equity.
  2. This Agreement shall be construed in accordance with the laws of the State of Delaware, without reference to conflict of laws provisions thereof. The parties agree that any litigation arising between the parties in relation to this Agreement shall be initiated and maintained in the Circuit Court of the County of Sussex, Delaware, or the U.S. District Court for the District of Delaware, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts.
  3. This Agreement and its Services Attachments constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior communications and agreements with respect thereto. They may not be modified, amended or in any way altered, except in writing signed by both parties. No agent of any party hereto is authorized to make any representation, promise or warranty inconsistent with the terms hereof. Captions used herein are for convenience of reference only, and shall not be used in the construction or interpretation hereof. This Agreement may be executed in counterparts, all of which together shall be deemed one and the same Agreement.
  4. The parties to this Agreement are and shall remain independent contractors, and nothing herein shall be construed to create a partnership or joint venture between them and neither shall have the power or authority to bind or obligate the other in any manner not expressly set forth herein.
  5. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. No term hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. Except as otherwise expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement.
  6. Customer agrees that TuMeke will not, unless agreed to by Customer in writing, refer to Customer as a customer.

18. **Waiver of Jury Trial.** CUSTOMER AND TUMEKE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT ONE THAT MAY BE WAIVED. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, CUSTOMER AND TUMEKE WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT.

# PRIVACY NOTICE

Last updated May 01, 2020

Thank you for choosing to be part of our community at TuMeke, Inc. ("**Company**", "**we**", "**us**", "**our**"). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about this privacy notice, or our practices with regards to your personal information, please contact us at [info@tumeke.io](mailto:info@tumeke.io).

When you visit our website <http://app.tumeke.io> (the "**Website**"), use our mobile application, as the case may be (the "**App**") and more generally, use any of our services (the "**Services**", which include the Website and App), we appreciate that you are trusting us with your personal information. We take your privacy very seriously. In this privacy notice, we seek to explain to you in the clearest way possible what information we collect, how we use it and what rights you have in relation to it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy notice that you do not agree with, please discontinue use of our Services immediately.

This privacy notice applies to all information collected through our Services (which, as described above, includes our Website and App), as well as, any related services, sales, marketing or events.

**Please read this privacy notice carefully as it will help you understand what we do with the information that we collect.**

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## 1. WHAT INFORMATION DO WE COLLECT?

### Personal information you disclose to us

*In Short:* We collect personal information that you provide to us.



We collect personal information that you voluntarily provide to us when you register on the Services, express an interest in obtaining information about us or our products and Services, when you participate in activities on the Services or otherwise when you contact us.

The personal information that we collect depends on the context of your interactions with us and the Services, the choices you make and the products and features you use. The personal information we collect may include the following:

**Personal Information Provided by You.** We collect passwords; names; email addresses; usernames; contact or authentication data; and other similar information.

**Payment Data.** We may collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code associated with your payment instrument. All payment data is stored by Stripe, Inc.. You may find their privacy notice link(s) here: <https://stripe.com/privacy>.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

## Information collected through our App

***In Short:** We collect information regarding your mobile device, push notifications, when you use our App.*

If you use our App, we also collect the following information:

- *Mobile Device Access.* We may request access or permission to certain features from your mobile device, including your mobile device's camera, microphone, storage, and other features. If you wish to change our access or permissions, you may do so in your device's settings.
- *Mobile Device Data.* We automatically collect device information (such as your mobile device ID, model and manufacturer), operating system, version information and system configuration information, device and application identification numbers, browser type and version, hardware model Internet service provider and/or mobile carrier, and Internet Protocol (IP) address (or proxy server). If you are using our App, we may also collect information about the phone network associated with your mobile device, your mobile device's operating system or platform, the type of mobile device you use, your mobile device's unique device ID and information about the features of our App you accessed.
- *Push Notifications.* We may request to send you push notifications regarding your account or certain features of the App. If you wish to opt-out from receiving these types of communications, you may turn them off in your device's settings.

This information is primarily needed to maintain the security and operation of our App, for troubleshooting and for our internal analytics and reporting purposes.

## 2. HOW DO WE USE YOUR INFORMATION?

***In Short:*** We process your information for purposes based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.

We use personal information collected via our Services for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests, in order to enter into or perform a contract with you, with your consent, and/or for compliance with our legal obligations. We indicate the specific processing grounds we rely on next to each purpose listed below.

In legal terms, we are generally the "data controller" under European data protection laws since we determine the means and/or purposes of the data processing we perform. However, if you are a business customer with whom we have entered into a data processing agreement for the provision of corporate services to you, then you would be the "data controller" and we would be the "data processor" under European data protection laws since we would be processing data on your behalf in accordance with your instructions.

We use the information we collect or receive:

- **To facilitate account creation and logon process.** If you choose to link your account with us to a third-party account (such as your Google or Facebook account), we use the information you allowed us to collect from those third parties to facilitate account creation and logon process for the performance of the contract.
- **To post testimonials.** We post testimonials on our Services that may contain personal information. Prior to posting a testimonial, we will obtain your consent to use your name and the content of the testimonial. If you wish to update, or delete your testimonial, please contact us at zach@tumeke.io and be sure to include your name, testimonial location, and contact information.
- **Request feedback.** We may use your information to request feedback and to contact you about your use of our Services.
- **To enable user-to-user communications.** We may use your information in order to enable user-to-user communications with each user's consent.
- **To manage user accounts.** We may use your information for the purposes of managing our account and keeping it in working order.
- **To send administrative information to you.** We may use your personal information to send you product, service and new feature information and/or information about changes to our terms, conditions, and policies.
- **To protect our Services.** We may use your information as part of our efforts to keep our Services safe and secure (for example, for fraud monitoring and prevention).
- **To enforce our terms, conditions and policies for business purposes, to comply with legal and regulatory requirements or in connection with our contract.**
- **To respond to legal requests and prevent harm.** If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.

- **Fulfill and manage your orders.** We may use your information to fulfill and manage your orders, payments, returns, and exchanges made through the Services.
- **Administer prize draws and competitions.** We may use your information to administer prize draws and competitions when you elect to participate in our competitions.
- **To deliver and facilitate delivery of services to the user.** We may use your information to provide you with the requested service.
- **To respond to user inquiries/offer support to users.** We may use your information to respond to your inquiries and solve any potential issues you might have with the use of our Services.
- **To send you marketing and promotional communications.** We and/or our third-party marketing partners may use the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. For example, when expressing an interest in obtaining information about us or our Services, subscribing to marketing or otherwise contacting us, we will collect personal information from you. You can opt-out of our marketing emails at any time (see the "[WHAT ARE YOUR PRIVACY RIGHTS?](#)" below).
- **Deliver targeted advertising to you.** We may use your information to develop and display personalized content and advertising (and work with third parties who do so) tailored to your interests and/or location and to measure its effectiveness.

### 3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?

***In Short:** We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.*

We may process or share your data that we hold based on the following legal basis:

- **Consent:** We may process your data if you have given us specific consent to use your personal information for a specific purpose.
- **Legitimate Interests:** We may process your data when it is reasonably necessary to achieve our legitimate business interests.
- **Performance of a Contract:** Where we have entered into a contract with you, we may process your personal information to fulfill the terms of our contract.
- **Legal Obligations:** We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).
- **Vital Interests:** We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected

fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.

More specifically, we may need to process your data or share your personal information in the following situations:

- **Business Transfers.** We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

## 4. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

*In Short: We may use cookies and other tracking technologies to collect and store your information.*

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Notice.

## 5. HOW LONG DO WE KEEP YOUR INFORMATION?

*In Short: We keep your information for as long as necessary to fulfill the purposes outlined in this privacy notice unless otherwise required by law.*

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy notice, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this notice will require us keeping your personal information for longer than three (3) months past the termination of the user's account.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

## 6. HOW DO WE KEEP YOUR INFORMATION SAFE?

*In Short: We aim to protect your personal information through a system of organizational and technical security measures.*

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security, and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our Services is at your own risk. You should only access the Services within a secure environment.

## 7. DO WE COLLECT INFORMATION FROM MINORS?

*In Short:* We do not knowingly collect data from or market to children under 18 years of age.

We do not knowingly solicit data from or market to children under 18 years of age. By using the Services, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Services. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we may have collected from children under age 18, please contact us at zach@tumeke.io.

## 8. WHAT ARE YOUR PRIVACY RIGHTS?

*In Short:* In some regions, such as the European Economic Area (EEA) and United Kingdom (UK), you have rights that allow you greater access to and control over your personal information. You may review, change, or terminate your account at any time.

In some regions (like the EEA and UK), you have certain rights under applicable data protection laws. These may include the right (i) to request access and obtain a copy of your personal information, (ii) to request rectification or erasure; (iii) to restrict the processing of your personal information; and (iv) if applicable, to data portability. In certain circumstances, you may also have the right to object to the processing of your personal information. To make such a request, please use the [contact details](#) provided below. We will consider and act upon any request in accordance with applicable data protection laws.

If we are relying on your consent to process your personal information, you have the right to withdraw your consent at any time. Please note however that this will not affect the lawfulness of the processing before its withdrawal, nor will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.

If you are a resident in the EEA or UK and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: [http://ec.europa.eu/justice/data-protection/bodies/authorities/index\\_en.htm](http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm).

If you are a resident in Switzerland, the contact details for the data protection authorities are available here: <https://www.edoeb.admin.ch/edoeb/en/home.html>.

If you have questions or comments about your privacy rights, you may email us at info@tumeke.io.

### Account Information

If you would at any time like to review or change the information in your account or terminate your account, you can:

- Contact us using the contact information provided.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, we may retain some information in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with applicable legal requirements.

**Cookies and similar technologies:** Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Services. To opt-out of interest-based advertising by advertisers on our Services visit <http://www.aboutads.info/choices/>.

**Opting out of email marketing:** You can unsubscribe from our marketing email list at any time by clicking on the unsubscribe link in the emails that we send or by contacting us using the details provided below. You will then be removed from the marketing email list — however, we may still communicate with you, for example to send you service-related emails that are necessary for the administration and use of your account, to respond to service requests, or for other non-marketing purposes. To otherwise opt-out, you may:

- Contact us using the contact information provided.

## 9. CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

## 10. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?

***In Short:** Yes, if you are a resident of California, you are granted specific rights regarding access to your personal information.*

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with a Service, you have the right to request removal of unwanted data that you publicly post on the Services. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in

California. We will make sure the data is not publicly displayed on the Services, but please be aware that the data may not be completely or comprehensively removed from all our systems (e.g. backups, etc.).

## CCPA Privacy Notice

The California Code of Regulations defines a "resident" as:

- (1) every individual who is in the State of California for other than a temporary or transitory purpose and
- (2) every individual who is domiciled in the State of California who is outside the State of California for a temporary or transitory purpose

All other individuals are defined as "non-residents."

If this definition of "resident" applies to you, we must adhere to certain rights and obligations regarding your personal information.

### What categories of personal information do we collect?

We have collected the following categories of personal information in the past twelve (12) months:

Category	Examples	Collected
A. Identifiers	Contact details, such as real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, email address and account name	YES
B. Personal information categories listed in the California Customer Records statute	Name, contact information, education, employment, employment history and financial information	YES
C. Protected classification characteristics under California or federal law	Gender and date of birth	NO
D. Commercial information	Transaction information, purchase history, financial details and payment information	NO
E. Biometric information	Fingerprints and voiceprints	NO
F. Internet or other similar network activity	Browsing history, search history, online behavior, interest data, and interactions with our and other websites, applications, systems and advertisements	YES
G. Geolocation data	Device location	YES
H. Audio, electronic, visual, thermal, olfactory, or similar information	Images and audio, video or call recordings created in connection with our business activities	YES

I. Professional or employment-related information	Business contact details in order to provide you our services at a business level, job title as well as work history and professional qualifications if you apply for a job with us	N
J. Education Information	Student records and directory information	N
K. Inferences drawn from other personal information	Inferences drawn from any of the collected personal information listed above to create a profile or summary about, for example, an individual's preferences and characteristics	N

We may also collect other personal information outside of these categories instances where you interact with us in-person, online, or by phone or mail in the context of:

- Receiving help through our customer support channels;
- Participation in customer surveys or contests; and
- Facilitation in the delivery of our Services and to respond to your inquiries.

### **How do we use and share your personal information?**

More information about our data collection and sharing practices can be found in this privacy notice.

You may contact us by email at [info@tumeke.io](mailto:info@tumeke.io), or by referring to the contact details at the bottom of this document.

If you are using an authorized agent to exercise your right to opt-out we may deny a request if the authorized agent does not submit proof that they have been validly authorized to act on your behalf.

### **Will your information be shared with anyone else?**

We may disclose your personal information with our service providers pursuant to a written contract between us and each service provider. Each service provider is a for-profit entity that processes the information on our behalf.

We may use your personal information for our own business purposes, such as for undertaking internal research for technological development and demonstration. This is not considered to be "selling" of your personal data.

TuMeke, Inc. has not disclosed or sold any personal information to third parties for a business or commercial purpose in the preceding 12 months. TuMeke, Inc. will not sell personal information in the future belonging to website visitors, users and other consumers.

### **Your rights with respect to your personal data**

#### Right to request deletion of the data - Request to delete

You can ask for the deletion of your personal information. If you ask us to delete your personal information, we will respect your request and delete your personal information, subject to certain



exceptions provided by law, such as (but not limited to) the exercise by another consumer of his or her right to free speech, our compliance requirements resulting from a legal obligation or any processing that may be required to protect against illegal activities.

#### Right to be informed - Request to know

Depending on the circumstances, you have a right to know:

- whether we collect and use your personal information;
- the categories of personal information that we collect;
- the purposes for which the collected personal information is used;
- whether we sell your personal information to third parties;
- the categories of personal information that we sold or disclosed for a business purpose;
- the categories of third parties to whom the personal information was sold or disclosed for a business purpose; and
- the business or commercial purpose for collecting or selling personal information.

In accordance with applicable law, we are not obligated to provide or delete consumer information that is de-identified in response to a consumer request or to re-identify individual data to verify a consumer request.

#### Right to Non-Discrimination for the Exercise of a Consumer's Privacy Rights

We will not discriminate against you if you exercise your privacy rights.

#### Verification process

Upon receiving your request, we will need to verify your identity to determine you are the same person about whom we have the information in our system. These verification efforts require us to ask you to provide information so that we can match it with information you have previously provided us. For instance, depending on the type of request you submit, we may ask you to provide certain information so that we can match the information you provide with the information we already have on file, or we may contact you through a communication method (e.g. phone or email) that you have previously provided to us. We may also use other verification methods as the circumstances dictate.

We will only use personal information provided in your request to verify your identity or authority to make the request. To the extent possible, we will avoid requesting additional information from you for the purposes of verification. If, however, we cannot verify your identity from the information already maintained by us, we may request that you provide additional information for the purposes of verifying your identity, and for security or fraud-prevention purposes. We will delete such additionally provided information as soon as we finish verifying you.

#### Other privacy rights

- you may object to the processing of your personal data
- you may request correction of your personal data if it is incorrect or no longer relevant, or ask to restrict the processing of the data
- you can designate an authorized agent to make a request under the CCPA on your behalf. We may deny a request from an authorized agent that does not submit proof that they have been validly authorized to act on your behalf in accordance with the CCPA.
- you may request to opt-out from future selling of your personal information to third parties. Upon receiving a request to opt-out, we will act upon the request as soon as feasibly possible, but no later than 15 days from the date of the request submission.

To exercise these rights, you can contact us by email at [info@tumeke.io](mailto:info@tumeke.io), or by referring to the contact details at the bottom of this document. If you have a complaint about how we handle your data, we would like to hear from you.

## **11. DO WE MAKE UPDATES TO THIS NOTICE?**

*In Short:* Yes, we will update this notice as necessary to stay compliant with relevant laws.

We may update this privacy notice from time to time. The updated version will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

## **12. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?**

If you have questions or comments about this notice, you may contact our Data Protection Officer (DPO), Zach Noland, by email at [zach@tumeke.io](mailto:zach@tumeke.io), by phone at 2092478408, or by post to:

TuMeke, Inc.  
Zach Noland  
7 41st Ave #110  
San Mateo, CA 94403  
United States

If you are a resident in the European Economic Area or the United Kingdom, the "data controller" of your personal information is TuMeke, Inc.. TuMeke, Inc. has appointed Osano International Compliance Services Limited to be its representative in the EEA. You can contact them directly regarding the processing of your information by TuMeke, Inc., by visiting <http://www.osano.com>, or by post to:

25/28 North Wall Quay  
Dublin 1 D01 H104  
Ireland

### **13. HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?**

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to review, update, or delete your personal information, please visit: [info@tumeke.io](mailto:info@tumeke.io).

# ACCEPTABLE USE POLICY

Last updated December 01, 2022

This Acceptable Use Policy ("**Policy**") is part of our Terms of Service ("**Legal Terms**"). If you do not agree with these Legal Terms, please refrain from using our Services. Your continued use of our Services implies acceptance of these Legal Terms.

Please carefully review this Policy which applies to any and all:

- (a) uses of our Services (as defined in "Legal Terms")
- (b) forms, materials, consent tools, comments, post, and all other content available on the Services ("**Content**") and
- (c) material which you contribute to the Services including any upload, post, review, disclosure, ratings, comments, chat etc. in any forum, chatrooms, reviews, and to any interactive services associated with it ("**Contribution**").

## WHO WE ARE

We are TuMeke, Inc. ("**Company**," "**we**," "**us**," or "**our**") a company registered in California, United States at 7 41st Ave, #110, San Mateo, CA 94403. We operate the website <http://app.tumeke.io> (the "**Site**"), the mobile application TuMeke (the "**App**"), as well as any other related products and services that refer or link to this Policy (collectively, the "**Services**").

## USE OF THE SERVICES

When you use the Services you warrant that you will comply with this Policy and with all applicable laws.

You also acknowledge that you may not:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Engage in unauthorized framing of or linking to the Services.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

- Make improper use of our Services, including our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the Services, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Services or the networks or the Services connected.
- Attempt to impersonate another user or person or use the username of another user.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services, except as expressly permitted by applicable law.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Delete the copyright or other proprietary rights notice from any Content.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or using or launching any unauthorized script or other software.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Sell or otherwise transfer your profile.

If you subscribe to our Services, you understand, acknowledge, and agree that you may not, except if expressly permitted:

- Engage in any use, including modification, copying, redistribution, publication, display, performance, or retransmission, of any portions of any Services, other than as expressly permitted by this Policy, without the prior written consent of TuMeke, Inc., which consent TuMeke, Inc. may grant or refuse in its sole and absolute discretion.
- Reconstruct or attempt to discover any source code or algorithms of the Services, or any portion thereof, by any means whatsoever.
- Provide, or otherwise make available, the Services to any third party.
- Intercept any data not intended for you.
- Damage, reveal, or alter any user's data, or any other hardware, software, or information relating to another person or entity.
- A user may not process videos from another person at the company that does not have a TuMeke account. Reasonable Usage of 12 videos per month per user should not be exceeded.

## CONTRIBUTIONS

In this Policy, the term "Contributions" means:

- any data, information, software, text, code, music, scripts, sound, graphics, photos, videos, tags, messages, interactive features, or other materials that you post, share, upload, submit, or otherwise provide in any manner on or through to the Services; or
- any other content, materials, or data you provide to TuMeke, Inc. or use with the Services.

Some areas of the Services may allow users to upload, transmit, or post Contributions. We may but are under no obligation to review or moderate the Contributions made on the Services, and we expressly exclude our liability for any loss or damage resulting from any of our users' breach of this Policy. Please report any Contribution that you believe breaches this Policy; however, we will determine, in our sole discretion, whether a Contribution is indeed in breach of this Policy.

You warrant that:

- you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and this Policy;
- all your Contributions comply with applicable laws and are original and true (if they represent your opinion or facts);
- the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party; and
- you have the verifiable consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and this Policy.

You also agree that you will not post, transmit, or upload any (or any part of a) Contribution that:

- is in breach of applicable laws, regulation, court order, contractual obligation, this Policy, our Legal Terms, a legal duty, or that promotes or facilitates fraud or illegal activities;
- is defamatory, obscene, offensive, hateful, insulting, intimidating, bullying, abusive, or threatening, to any person or group;
- is false, inaccurate, or misleading;
- includes child sexual abuse material, or violates any applicable law concerning child pornography or otherwise intended to protect minors;
- contains any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner;
- promotes violence, advocates the violent overthrow of any government, or incites, encourages, or threatens physical harm against another;
- is obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, contains sexually explicit material, or is otherwise objectionable (as determined by us);
- is discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age;
- bullies, intimidates, humiliates, or insults any person;

- promotes, facilitates, or assists anyone in promoting and facilitating acts of terrorism;
- infringes, or assists anyone in infringing, a third party's intellectual property rights or publicity or privacy rights;
- is deceitful, misrepresents your identity or affiliation with any person and/or misleads anyone as to your relationship with us or implies that the Contribution was made by someone else than you;
- contains unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation that has been "paid for," whether with monetary compensation or in kind; or
- misrepresents your identity or who the Contribution is from.

## **REPORTING A BREACH OF THIS POLICY**

We may but are under no obligation to review or moderate the Contributions made on the Services and we expressly exclude our liability for any loss or damage resulting from any of our users' breach of this Policy.

If you consider that any Content or Contribution:

- breach this Policy, please or refer to the contact details at the bottom of this document to let us know which Content or Contribution is in breach of this Policy and why;
- We will reasonably determine whether a Content or Contribution breaches this Policy.

## **CONSEQUENCES OF BREACHING THIS POLICY**

The consequences for violating our Policy will vary depending on the severity of the breach and the user's history on the Services, by way of example:

We may, in some cases, give you a warning and/or remove the infringing Contribution, however, if your breach is serious or if you continue to breach our Legal Terms and this Policy, we have the right to suspend or terminate your access to and use of our Services and, if applicable, disable your account. We may also notify law enforcement or issue legal proceedings against you when we believe that there is a genuine risk to an individual or a threat to public safety.

We exclude our liability for all action we may take in response to any of your breaches of this Policy.

## **DISCLAIMER**

TuMeke, Inc. is under no obligation to monitor users' activities, and we disclaim any responsibility for any user's misuse of the Services. TuMeke, Inc. has no responsibility for any user or other Content or Contribution created, maintained, stored, transmitted, or accessible on or through the Services, and is not obligated to monitor or exercise any editorial control over such material. If TuMeke, Inc. becomes aware that any such Content or Contribution violates this Policy, TuMeke, Inc. may, in

addition to removing such Content or Contribution and blocking your account, report such breach to the police or appropriate regulatory authority. Unless otherwise stated in this Policy, TuMeke, Inc. disclaims any obligation to any person who has not entered into an agreement with TuMeke, Inc. for the use of the Services.

## **HOW CAN YOU CONTACT US ABOUT THIS POLICY?**

If you have any further questions or comments or wish to report any problematic Content or Contribution, you may contact us by:

Email: [info@tumeke.io](mailto:info@tumeke.io)