

iAPPROVE, LLC
A Delaware Limited Liability Company

**PRIVACY PRACTICES & POLICIES
FOR THE USE OF
iAPPROVEAPP**

THIS DOCUMENT DESCRIBES THE PRIVACY PRACTICES AND POLICIES OF iAPPROVE, LLC AS RELATED TO iAPPROVEAPP AND THE SERVICE(S). PLEASE READ CAREFULLY.

1.0 Effective Date of Document and Last Update.

The effective date and last update of this Privacy Practices & Policies is **1 December 2017**.

2.0 Privacy Practices & Policies Terms.

iAPPROVE, LLC (“iApprove,” “we,” “us,” the “Company”) is committed to creating safe and secure environments for its users and respects the privacy of you, the user. iAPPROVE, LLC has developed this Privacy Practices & Policies (Policy) to communicate its policies and commitments to you, the user. This Policy information describes about how we, iAPPROVE, LLC, collects information about you, the user, and how we may use that information, with whom we may share that information, how we share that information, and your choices about such disclosures. As this is important information, iAPPROVE, LLC encourages and advises you to carefully read this Policy and content in its entirety.

By creating an iApproveapp (“app”) account, registering as a user and using iApproveapp and the Services and agreeing to iAPPROVE, LLC’S iAPPROVEAPP USER LICENSE & TERMS AND CONDITIONS OF USE AGREEMENT, you accept and agree to all of the privacy practices, policies, terms and conditions and uses described herein, and as, from time to time, may be amended and updated. For further information about the privacy practices of iAPPROVE, LLC, please contact:

iAPPROVE, LLC
Attn: Privacy Office
2425 Olympic Blvd.
Suite 4000-W
Santa Monica, CA 90404
Telephone: 833.937.4227
Website: www.iapproveapp.com

3.0 Minimum Age.

The use of iApproveapp and the Service is restricted to individuals who are at least 18 (eighteen) years of age or older. iApprove, LLC does not knowingly solicit, collect, maintain, retain and or use personal information from children who are under the age of 18 years of age. **If you are not at least 18 years of age or older, then you are not authorized to use iApproveapp and the Service and you are not eligible to create an account, interact with, or use iApproveapp and the Service in any manner or way.**

4.0 Information that iAPPROVE, LLC Collects About You, the User.

In general, and as a condition of creating and iApproveapp account, registering as a user of iApproveapp and using iApproveapp and the Services and providing your “Personal User Information,” you understand, accept and agree that we may collect and use all or part of your “Personal User Information,” including account set-up information, usage patterns, usage volumes, as well as “Other Sensitive Information” and you provide your consent to do so. For purposes of this Privacy Practices & Policies, “Personal User

Information” means any individually identifiable data and information that would allow us to determine the actual identity of, and contact, a specific living person. Furthermore, “Other Sensitive Data” means and can include data, content, information, messages dialogs, interactions with other users, comments, status and activity levels, sobriety and comfort/coercion statements, that you provide while using iApproveapp and the Service.

As a condition of using our iApproveapp and the Services, you understand and agree that by providing Other Sensitive Data to iApprove, LLC, that you agree and consent to the collection, use and disclosure of Other Sensitive Data as permitted by applicable privacy laws. iApproveapp is designed to help provide a safer environment. As a condition of using iApproveapp and the Service, you understand, acknowledge and provide consent to iApprove, LLC to collect your geolocation information. iApprove, LLC may collect this information through a website, mobile application, or other online services. You acknowledge and agree that by using iApproveapp and the Service, you are authorizing and providing consent to iApprove, LLC to collect, aggregate, gather, parse, segment and retain data related to the provision of the Service. You further understand, acknowledge and agree that when you provide personal data and information through our Service, the information may be sent to servers located in the United States and countries around the world.

5.0 Facebook and Other Information You Provide.

iApproveapp provides you with the option to register and create an account with iApprove, LLC for using iApproveapp and the Service by using your Facebook login. In you elect to use your Facebook account to register and create an account with iApprove, LLC you hereby agree, approve and authorize iApprove, LLC and iApproveapp and the Service to access certain Facebook account information such as, but not limited to, contact lists, telephone numbers, location information and email addresses. In using iApproveapp, you will be asked to allow iApproveapp to collect your location and or other personal information from your device when you download, or use iApproveapp or the Service. Additionally, we may access, collect and retain any personal information you provide while using iApproveapp, the Service or by other means and in some other manner. This information may include, but is not limited to your name, address, date and year of birth, age, email address, telephone number, and in the instance of business transactions and purchases, necessary financial information. Additionally, when interacting and messaging with other iApproveapp users, you provide us with information and content of your texts, status levels, activity levels, sobriety, geolocation, consent, and state of mind. Furthermore, if you contact iApprove, LLC or iApproveapp with a question or customer service need or other inquiry, you provide us with the content and data of that communication.

6.0 Information and Data Retention.

The retention of your data and information is important to support and maintain legitimate business purposes and iApprove, LLC retains and maintains your information as permitted and required by applicable law and good business practices. In the event or instance that certain information has already been provided to third parties as described in this Privacy Practices & Policies, the retention of that information will be subject to those third parties’ policies. In the event that you close your account, iApprove, LLC will retain certain data and information for recordkeeping, good business practices, analytical purposes, legal purposes, as well as to enforce iApprove, LLC’s iAPPROVEAPP USER LICENSE & TERMS AND CONDITIONS OF USE AGREEMENT, prevent fraud, comply with or take actions otherwise as permitted by law, or take actions that we deem necessary to protect, defend and advance the integrity of iApprove, LLC’s iAPPROVEAPP USER LICENSE & TERMS AND CONDITIONS OF USE AGREEMENT.

7.0 Cookies, Use of Cookies and Similar Data.

7.1 Use of Cookies. You understand and agree that when using iApproveapp and or when visiting or using the Service, iApprove, LLC may assign your device one or more cookies

or other technologies that facilitate personalization to facilitate access to our Service and to personalize your experience and that as a condition to using iApproveapp and the Service you consent to the use of cookies. Through the use of a cookie, we also may automatically collect information about your use of iApproveapp and your activity on the Service, by example and including, but no limited to the pages you visit, the time and date of your visits and the links you click. You agree and consent to the collection of such information. You further acknowledge and agree that if we advertise, we (or third parties) may use certain data collected on our Service to show you iApprove advertisements on other sites or applications.

- 7.2 Deleting Cookies on Your Phone or Mobile Device. As a feature on most devices and operating systems, you have the option to control the data and information collected by cookies installed, implanted or applied by third-parties. To decline or delete cookies generally requires you to ‘click on “Help” in usually located in the toolbar of most browsers for specific instructions on managing cookies or refer to your device’s user’s manual.
- 7.3 Pixel Tags. iApprove, LLC, through iApproveapp and the Site www.iapproveapp.com, implants, installs or embeds pixel tags on web pages, ads, and emails. Pixel tags are also called web beacons or clear GIFs, and are tiny, invisible graphics are designed and used to access cookies and track user activities (such as how many times a page is viewed). iApprove, LLC uses pixel tags for quality assurance purposes, as well to measure the popularity of iApproveapp’s functions and features, as well as the Services. Ad companies also use pixel tags to measure the number of ads displayed and their performance (such as how many people clicked on an ad).

8.0 iApprove, LLC’s Use of Technologies to Access and Collect Your iApproveapp Information.

You understand, acknowledge and agree that iApprove, LLC uses various methods and technologies to collect information from your device and about your activities on iApproveapp and the Service, and you consent and agree to the use of those methods and technologies to collect information from your device.

- 8.1 Information collected automatically. You understand, acknowledge and agree that iApprove, LLC automatically collects data and information from your browser or device when you use iApproveapp and or use or visit the Service. This information could include your IP address, device ID and type, your browser type and language, the operating system used by your device, access times, your mobile device’s geographic location while our application is actively running, and the referring website address. You consent and agree to the automatic collection and use of this information.
- 8.2 Mobile device IDs. When using iApproveapp and the Service, iApprove, LLC utilizes the unique identifier assigned to a device by the manufacturer (“mobile device IDs”) or, if using iOS 6 and later version of iOS on the device, the Advertising ID, instead of or in place of cookies, to recognize you, track your use of iApproveapp and the Service and store your preferences. Although Advertising IDs can be reset in “Settings” on your iPhone and cookies can be deleted, device IDs cannot be not deleted. Additionally, device IDs and or Advertising IDs can also be used by advertising companies and analytics companies and firms to measure ad performance, assess display ads, and track and collect information about your use of iApproveapp and the Service.

9.0 Understanding How iApprove, LLC and iApproveapp Uses Information We Collect.

iApprove, LLC uses the information that we may collect or collect about you in a number of ways including, without limitation:

- i. to manage our business;
- ii. to perform assessments and research into your behaviors, interest in our or third-party products and services and or content;
- iii. to improve the performance and quality of our products, services and responsiveness to you;
- iv. to manage, support and provide support to you as our customer;
- v. to perform ongoing and specific research and analysis related to you, your use of iApproveapp and the Service, your use of products and services advertised, promoted and or sold through iApproveapp;
- vi. to provide tailored offerings to you and to develop, display, track content advertising and other behaviors and reactions to our advertisements and products, as well as those of third-parties;
- vii. to perform mobile application and website analytics;
- viii. to protect, defend, enforce or exercise any rights in iApprove, LLC's iAPPROVEAPP USER LICENSE & TERMS AND CONDITIONS OF USE AGREEMENT; and
- ix. to perform various functions or services as otherwise described to you or requested by you at the time of collection.

10. Opt-Out and Do Not Track Option.

- 10.1 Do Not Track. iApprove, LLC is committed to providing you with viable and meaningful options and choices about the information that iApproveapp collects and that is why the opt-out link Do Not Track ("DNT") information is provided herein. However, please note that since the Internet industry has not exactly defined and continues to work towards defining exactly what DNT means, what it means to comply with DNT, and a common approach to responding to DNT, iApprove, LLC does not currently recognize, acknowledge, or respond to any DNT signals.
- 10.2 Invoking DNT. In your web browser, you can set DNT as a privacy preference. Invoking and engaging the DNT feature and function is a way for users to inform services and websites that they do not want certain information about their webpage visits, online services and or information and use across websites to be collected over time.

11. Use of and No Control or Responsibility for Third-Party Websites.

We live in a world that is ever increasingly interconnected and technology enable. In using iApproveapp, the Service, or other applications, there are, or potentially maybe or are, many other places on iApproveapp and the Service where you may click on a link to access or provides access to other websites that are external to this Privacy Practices & Policies and or do not operate under this Privacy Policy and Practices. For example, by clicking on an info advertisement or advertisement on iApproveapp or the Service, you may be taken to a third-party website that iApprove, LLC does not own, manage and or control. Such third-party

websites are external to the purview of iApprove, LLC and as independent and third-party websites, these third-parties may independently solicit, collect and retain certain data and information from and about you, including, but not limited to, personal information, and, in some instances, furnish such data and information to iApprove, LLC with information about your access, visits and activities on those websites. As with all websites and app, iApprove, LLC strongly recommends that you review and consult the privacy statements of all third-party websites you visit by clicking on the “privacy” link of that website which is typically located in the navigation bar at the top of the page or at the bottom of the webpage you are visiting.

12. How to Access and Correct Your iApproveapp Information.

If you have an iApproveapp account and the Service, you have the ability to review and update your personal information within the Service by opening your account and going to settings. Applicable privacy laws may allow you the right to access and/or request the correction of errors or omissions in your personal information that is in the custody or under the control of iApprove, LLC.

Should you need assistance, an iApproveapp Privacy Support professional will assist you with the access request. iApprove, LLC will respond to requests within the time allowed by all applicable privacy laws and will make every reasonable effort to respond as accurately and completely as possible. Any corrections made to personal information will be promptly sent to any organization to which it was disclosed. In certain exceptional circumstances, we may not be able to provide access to certain personal information we hold. For security purposes, not all personal information is accessible and amendable by the Privacy Officer. If access or corrections cannot be provided, we will notify the individual making the request within 30 days, in writing, of the reasons for the refusal.

13. Your Options and Elections Regarding the Collection and Use of Your iApproveapp Data and Information.

iApproveapp and the Service are designed to function in a certain way using certain data. If you elect not to provide or allow us to access and use certain data, then you may not be able to use the entire range of features and functions of iApproveapp and the Service, including, but not limited to, purchasing products and services, participating in contests, promotions, surveys, sweepstakes, and special offers, initiating other transactions, ask questions or initiate inquiries, and or register as a user. Additionally, from time to time iApprove, LLC may contact you through various notifications and messages to your phone or mobile device. Should you elect to disable these messages and notifications, you can do so by going to “App Settings” on iApproveapp or by changing the settings directly on your mobile device.

14. Safeguarding and Protecting Your iApproveapp Information.

Your data and information are important and iApprove, LLC takes a number of security measures and methods to help safeguard your personal and other sensitive information from unauthorized access, disclosure, or use. Understandably, no system of internal controls or security measures is perfect and as such, no system is completely secure or “foolproof.” Therefore, recognizing the importance of your information, and although we take steps to help secure and protect your information, we do not warrant, promise, or guarantee, and should not expect or assume, that your personal data and information and other sensitive information and data, including relationship status, activity levels, messages, chats or other communications will always be secure and or remain secure.

As a user of iApproveapp and the Service, as well as a user of other apps, websites and systems, users are advised to take care with respect to how they manage, handle and disclose their personal data and information with other users and people and especially avoid using insecure email for the transmission and receiving of personal information. The US FTC (Federal Trade Commission) provides information about how to protect you and your data from identity theft. For further information, see the FTC’s website at <http://www.ftc.gov/bcp/menus/consumer/data.shtm>.

As part of our security methods, you acknowledge, agree and consent to iApprove, LLC communicating with you electronically regarding any security, privacy, and administrative issues and matters, such as, but not limited to, security breaches, data theft and unauthorized access to data. In communicating with you, iApprove, LLC may also post, on the Service notice(s) or send a letter to you at the address that you provided notifying you, if a security breach occurs. You may also have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please notify us at privacy@iapproveapp.com.

15. No Rights of Third Parties Created or Implied.

This Privacy Practices & Policies does not create or imply any rights enforceable by third parties or require disclosure of any personal information relating to users of the website.

16. Updates, Amendments and Changes to iApprove, LLC's iApproveapp Privacy Practices & Policies.

From time to time, iApprove, LLC will update this Privacy Practices & Policies to reflect changes in the regulatory requirements, law, the data collection and use practices of iApprove, LLC, the functions and features of iApproveapp and the Service, good business practices, business policies, or advances in technology. Changes, revisions and updates to this Privacy Policy and Practices, will be reflected in "last updated" date of this Privacy Policy and Practices, and will also be posted on the Services under "Privacy Policy and Practices" and also on the Site www.iapproveapp.com. iApprove, LLC strongly advises you periodically and regularly check for updates, changes and the most recent version. The most recent version is the version that applies and is in effect. In the instance or event that iApprove, LLC makes any material changes to this Privacy Policy and Practices, iApprove, LLC will notify you of the material changes by reasonable means, which could include, by example, notifications through the Services or via email. Please review all changes carefully as your continued use of iApproveapp and the Services following the posting of changes to this Privacy Practices & Policies indicates your agreement and your consent to and acceptance of those changes. If you do not consent to such changes you should not use iApproveapp and the Service and you can delete your account by following the instructions under Settings.

17. iApprove, LLC's Information Sharing Policies.

- 17.1 Sharing Policy- General. By creating an iApproveapp account and registering as a user of iApproveapp and the Service you understand and agree that certain data and information about you, such as your decisions, choices, relationship status with other people, levels of personal interactions and activities, agreements and disagreements, as well as consent to sexual relations with other people, and messages between you and other iApproveapp user will be viewable to the iApproveapp user(s) that you are interacting with.

In using iApproveapp, you select and communicate certain important decisions with other users. This information is pre-formatted in text form, has pre-determined definitions that relates to your decisions to "Agree," "Accept," "Disagree," "Status Level," "Activity Level," and that your messages, decisions and communications between you and other iApproveapp users are documented. As a condition to using iApproveapp, you acknowledge, agree and consent to accepting and using those definitions and you further acknowledge and affirm that you understand the words, terms and context in which the messages are formed, framed, constructed and provided.

- 17.2 Sharing Policy- Personal Information. iApprove, LLC believes that your personal is important. It is our policy not to share your personal information with other people or third-party entities except as provided and indicated in this Privacy Policy and Practices, the USER LICENSE & TERMS AND CONDITIONS OF USE AGREEMENT, or when

iApprove, LLC informs or notifies you and provides you with the opportunity to elect to “opt-out” of sharing your personal information.

- 17.3 Sharing Policy- Service Providers. In the normal course of business operations, iApprove, LLC may share your personal information, including any financial information with certain third-party entities and individual that perform certain services and functions on the behalf of iApprove, LLC and our apps and products. By example, without limitation, such services and functions may include, order processing, order fulfillment, customer care and service, analytics, advertisement tracking and analysis, marketing, research, user analysis and screenings, sales and marketing, surveys and other services and functions as related to the business of iApprove, LLC and the operations of iApproveapp and the Service. Although these service and function providers may have access to your personal and other sensitive information, they are not permitted to use, sell, share or disclose such information for any other purposes.
- 17.4 Sharing Policy- Other Uses and Situations. In the normal course of business operations, iApprove, LLC may share your personal information, including any financial information with other parties in response to or in:
- i. legal requirement or court order;
 - ii. demand or situation, including, without limitation, an investigative demand or subpoena;
 - iii. establish or enforce the legal rights and claims of iApprove, LLC;
 - iv. in cooperation with law enforcement or another investigative agency;
 - v. defense of against any legal claims; and
 - vi. or as otherwise may be required by law.

In such and any cases, iApprove, LLC reserves all rights to raise or waive any legal objections or rights available to iApprove, LLC.

- 17.5 Sharing Policy- Disclosure to Protect Abuse Victims. Notwithstanding any other provision of this Agreement or those of the Privacy Practices and Policies, iApprove, LLC reserves the right, but has no obligation, to disclose any information that you submit to iApproveapp and the Services, if in its sole opinion, iApprove, LLC suspects or has reason to suspect, that the information involves a party who may be the victim of abuse in any form. By example and without limitation, abuse may child abuse, elder abuse, harassment, intimidation, spousal abuse, neglect, or domestic violence. Information may be disclosed to authorities that iApprove, LLC, in its sole discretion, deems appropriate to handle such disclosure. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies, or court officials. As a condition of this Agreement and your use of iApproveapp and the Service you hereby acknowledge, grant and agree that iApprove, LLC is permitted to make such disclosure.
- 17.6 Sharing Policy- Right to Protect, Defend and Comply. If in the opinion or belief of iApprove, LLC that the disclosure of private information, content, messages, and other private sensitive information is appropriate in response to or in connection with efforts to

prevent, research, investigate, or take other action in regard to illegal activity, fraud or suspected fraud, or other sinister or wrong doing; to defend, protect the rights, safety and property of iApprove, LLC, our users, our employees, or other parties; or to comply with any applicable laws or court orders; or to enforce iAPPROVEAPP USER LICENSE & TERMS AND CONDITIONS OF USE AGREEMENT, then iApprove, LLC may disclose and share such information.

- 17.8 Sharing Policy- Transaction Events. In the event of the sale of iApprove, LLC or iApproveapp and the Service, the merger of iApprove, LLC, consolidation of iApprove, LLC's business interests, asset sale, due diligence process, financial or regulatory audit, share your information, or in the unlikely event of business termination as a result of bankruptcy, iApprove, LLC may disclose and share your data and information.
- 17.9 Sharing Policy- Aggregated and/or Non-Personal Data and Information. iApprove, LLC may use and share non-personal information iApproveapp and the Service collects under any of the above circumstances. iApprove, LLC may also share it with other iApprove, LLC affiliated companies and third parties to develop and deliver targeted features, functions, services and advertising on iApproveapp, the Service, the Site www.iapproveapp.com, and on or applications of third parties, and to analyze and report on features, functions, services and advertising that you see and may use. iApprove, LLC may combine non-personal information that iApproveapp and the Service collects with additional non-personal information collected from other sources. Furthermore, iApprove, LLC reserves to right to and may also share aggregated, non-personal information, or personal information in hashed, non-human readable form, with third parties, including, without limitation, consultants, researchers, developers, advisors, advertisers and investors, for the purpose of conducting general business analysis, product enhancements, product development, advertising, marketing, or other business purposes. For example, iApprove, LLC may engage a data provider who may collect iApproveapp log data from you (including IP address and information about your browser or operating system), or place or recognize a unique cookie on your browser to enable you to receive customized ads or content. The cookies may reflect de-identified demographic or other data linked to data you voluntarily have submitted to us (such as your email address), that iApprove, LLC may share with a data provider solely in hashed, non-human readable form. iApprove, LLC may also share your geolocation information in de-identified form with other iApprove, LLC companies, affiliates and third parties for the above purposes. Should you elect to "opt out" of the sharing of your geolocation information, please you must discontinue use of the iApproveapp and the Service.

18. Information You Provide While Using iApproveapp and the Service.

iApproveapp and the Service are designed to be highly interactive and as a tool to help you define, communicate and document your relationship status and choices and consents and permissions between you and other uses of iApproveapp and the Service. In using the features and functions of iApproveapp you are posting your messages and decisions using per-defined and formatted texts, definitions, and icons which are governed by iApprove, LLC's iAPPROVEAPP USER LICENSE & TERMS AND CONDITIONS OF USE AGREEMENT. As a condition of creating an iApproveapp account, registering as a user and using iApproveapp and the Service, you agree and accept the terms and conditions of the iAPPROVEAPP USER LICENSE & TERMS AND CONDITIONS OF USE AGREEMENT. However, if you voluntarily disclose, post or cause to post your messages, conversations, content and other information on other apps and websites that are external to iApproveapp, that information may be viewable by the public. iApprove, LLC cannot control, restrict, prevent or monitor who reads your content, messages, or posting or what others may do with the information that you voluntarily disclose or post. As a matter good practices, iApprove,

LLC strongly encourages and recommends that you exercise good judgement, as well as discretion and caution with respect to your personal information. Except as provided herein and unless required by a court order or similar legal proceeding, iApprove, LLC will only make messages and content that you send to another iApproveapp user through iApproveapp and the Service accessible on iApproveapp and the Service, unless you expressly request a copy of your messages in accordance with applicable law. In the event that you want to receive a copy of any messages you received from other iApproveapp users through the Service, you must first obtain their prior written consent and then they must contact our Privacy Officer to provide their prior written consent.

19. iApprove, LLC's Use of Multiple Processors, Data Centers and Onward Transfer and Consent to International Processing.

iApprove, LLC is a growing company with an expanding community of users and operations in multiple countries, including the European Union. iApprove, LLC has developed data policies and practices designed to assure information is appropriately protected but iApprove, LLC, despite its efforts, cannot always know where personal information may be accessed or processed. iApprove, LLC use a number of data centers and although our primary data centers are in the United States, iApprove, LLC may transfer your personal information, content or other information to our offices outside of the United States. In addition, iApprove, LLC may employ other companies and individuals to perform functions on our behalf. If iApprove, LLC disclose personal information to a third party or to our employees outside of the United States, iApprove, LLC will seek assurances that any information iApprove, LLC may provide to them is safeguarded adequately and in accordance with this Privacy Practices & Policies and the requirements of applicable privacy laws. **Additionally, if you are visiting from the European Union or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your personal data, including sensitive data, by iApprove, LLC from your region to countries which do not have data protection laws that provide the same level of protection that exists in countries in the European Economic Area, including the United States. By providing your personal information, you consent to any transfer and processing in accordance with this Privacy Policy and Practices.**

20. Allowable Information Collected by Third-Parties for Advertising Purposes.

iApprove, LLC may allow service providers, advertising companies and ad networks, and other third parties to display advertisements on iApproveapp and the Service and elsewhere. These companies may use tracking technologies, such as cookies or web beacons, to collect information about users who view or interact with their advertisements. iApprove, LLC does not provide any non-masked or non-obscured personal information to third parties. Some of these third-party advertising companies may be advertising networks that are members of the Network Advertising Initiative, which offers a single location to opt out of ad targeting from member companies (www.networkadvertising.org). Opting out will not decrease the number of advertisements you see. To opt-out of cookies that may be set by third party data or advertising partners, please go to <http://www.aboutads.info/choices/>.