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TekDash Privacy Policy

1. <u>Introduction</u>. TekDash, Inc. (referred to as "TekDash", "us", "we" or "Company") offers clients ("Clients") the ability to receive on-demand, on-site technical and IT-related support services (e.g. installing a router, removing a virus, etc.) (the "Client IT Services"). The Client IT Services are performed by independent contractors ("Contractors") engaged by TekDash to perform the Client IT Services. TekDash offer a mobile application known as TekDash (as further defined below, the "App"), which it makes available to Clients and Contractors for purposes of facilitating the Client IT Services, including streamlining Client service requests, workflow and communications between Company, Clients, and Contractors. The App, together with the Company's technology, websites, applications, and related Content (as defined below) and Services (as defined below) are collectively referred to herein as the "Platform".

This Privacy Policy (this "Policy") discloses the privacy practices of TekDash, including as related to the TekDash Platform, the App, the Content and other Services from time to time offered by TekDash. TekDash respects the privacy of its Users, and we created this Policy to explain how we collect, use and disclose your information when you access the TekDash Platform and otherwise use the Services. The Policy is only applicable to the TekDash Platform and our other Services and not to any other website, service or online platform. BY DOWNLOADING, INSTALLING, REGISTERING WITH, ACCESSING OR UTILIZING THE TEKDASH PLATFORM, SUBMITTING ANY INFORMATION OR COMPLETING ANY FORMS VIA THE TEKDASH PLATFORM, OR OTHERWISE UTILIZING ANY OF THE SERVICES, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE LEGALLY BOUND BY THIS PRIVACY POLICY. IF YOU DO NOT WISH TO BE BOUND BY THIS POLICY, PLEASE EXIT AND CEASE ALL USE OF THE TEKDASH PLATFORM AND ALL OTHER SERVICES NOW. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THIS PRIVACY POLICY BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THE SERVICES.

1. <u>Definitions</u>. The following terms shall have the following meanings for purposes of this Policy. Capitalized terms not defined in this Section are defined elsewhere in this Policy or in the Terms of Use applicable to the Services.

"Affiliate(s)" means TekDash's owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, advertisers and advertising providers, and agents and representatives, and includes (without limitation) all parties involved in creating, producing, and/or delivering the TekDash Platform, the App, the Content and any of our other Services (including Apple and Google).

"App" means the software application currently known as "*TekDash*" that may be downloaded, installed or is otherwise accessible on a User's computer or mobile device via the Apple App Store, the Google Play Store, or other similar platforms.

"Content," means any content, material, information, data, instructions, media, article, post, communications, messages, software, photos, video, graphics, music, sounds, reviews and other material and services that can be viewed or otherwise accessed by Users on or through the TekDash Platform or other Services but excludes User Material.

"Services" means (i) the TekDash Platform, (ii) the App, (iii) all Content, (iv) any other specific service or offering that may be provided by TekDash via any portion of the TekDash Platform, (v) any support services and related technologies, software and/or APIs that may be provided by TekDash in its sole discretion for facilitating, maintaining and monitoring your use of the foregoing, and (vi) any other services or offerings that TekDash may provide from time to time via the TekDash Platform.

"User" or "you" or "your" (and similar terms) means any person or entity that visits, views, uses or accesses any portion of the TekDash Platform or any of the other Services. "User" includes both Clients

and Contractors, as well as any employees or agents thereof to the extent such individuals share their personal information with TekDash as set forth herein.

"User Material" means any content, material, information, data, instructions, media, article, review, post, communications, messages, software, photos, video, graphics, music, sounds, and other material that a User may import, upload or otherwise provide to the TekDash Platform or other Service in connection with a User's use of the Service but excludes Content.

2. <u>Modification of Privacy Policy; Notice of Changes</u>. TekDash reserves the right to change this Policy at any time and for any reason. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to posting the revised Policy on the Platform. User acknowledges and agrees that it may be required for User to maintain a valid email address as a registered user and that this is User's responsibility. It is also User's responsibility to review the Platform and this Policy periodically and to be aware of any modifications. User's continued use of the Services after such modifications will constitute User's (i) acknowledgment of the modified Policy; and (ii) agreement to abide and be bound by the modified Policy.

3. <u>Types of Information Collected</u>. In order to better provide Users with TekDash's numerous Services, TekDash collects two types of information about Users: Personally Identifiable Information and Non-Personally Identifiable Information (collectively referred to as "User Information"). TekDash's primary goals in collecting information from User are to provide User with a smooth, efficient, and customized experience while using the TekDash Platform, to provide the Services and to collect information related to the Services.

3.1 Personally Identifiable Information. Personally Identifiable Information refers to information that lets TekDash know the specifics of who Users are. When User engages in certain activities on the Platform, such as contacting TekDash via the provided forms or sending TekDash an email, TekDash may ask User to provide certain information about User by filling out and submitting an online form. If User elects to engage in these activities, however, TekDash may ask that User provide personal information, such as first and last name, email address, home address and telephone number. Depending upon the activity, some of the information TekDash asks User to provide is identified as mandatory and some as voluntary. If User does not provide the mandatory information with respect to a particular activity (for example, a Client providing a home address for purposes of receiving in-person Client IT Services), User will not be able to engage in that activity. Users may be required to provide additional personally identifiable information to become a User and to use certain Services. For instance, Users desiring to serve as Contractors may need to provide certain background information in order for TekDash to perform any applicable background checks in accordance with our Contractor Terms of Use. In the case of Users that are Clients, we will collect certain Personally Identifiable Information as required to process User payments in accordance with our Client Terms of Use. Our Client and Contractor Terms of Use may also describe other Personally Identifiable Information that may be required from Users.

3.2 <u>Non-Personally Identifiable Information</u>. Non-Personally Identifiable Information refers to information that does not by itself identify a specific User. TekDash gathers certain Non-Personally Identifiable Information about Users based upon their access to and use of the Platform, including, but not limited to: traffic data, location data, logs, communication data, the resources that a User accesses and uses on or through the Platform, the website's Uniform Resource Locator ("URL") from which User just came, to which URL User next goes, what browser User is using, and User's Internet Protocol ("IP") address. It can also include information about your mobile device and internet connection, including the device's unique device identifier, operating system, browser type, and mobile network information. This information can be compiled and analyzed on both a per-user and an aggregated basis. We may also collect other Non-Personally Identifiable Information. In certain cases we may combine Non-Personally Identifiable Information in which case all resulting or connected data

will be considered Personally Identifiable Information.

4.3 <u>Information from Third Party Sites</u>. We may collect, store and use certain User Information from third party sites and services that are accessible via or integrated with the Platform or are contemplated by use of the Services (e.g. Google accounts, etc.), including information that may be transmitted by such third party sites in connection with use of the Services. We may also receive access, store and/or use User Information that is collected by third party service providers and our other vendors related to your use of the Services (e.g. Google Analytics, Facebook, Google, Twitter, Instagram etc.). This information may be Personally Identifiable Information or Non-Personally Identifiable Information.

5. <u>Collection of User Information</u>.

5.1 Disclosure of Personally Identifiable Information. TekDash generally does not collect any Personally Identifiable Information about a User unless that User voluntarily provides it to TekDash, authorizes TekDash to collect such information (e.g. as set forth in our Client and Contractor Terms of Use) or it is related to use of a Service in connection with an integrated third party site or account. User provides certain Personally Identifiable Information to TekDash when User (i) downloads and installs the App; (ii) provides information in the App or allows the App to access certain device permissions or settings; (iii) submits web forms or provides/imports information through the App, including information provided at the time of registering to use the App, information relating to a particular Client's request to receive Client IT Services, and information relating to Client IT Services performed by a particular Contractor, (iv) transmits other information by telephone or email, including TekDash's "contact us" web form; (v) connects third party accounts or facilitates access by the Platform to such third party sites; (vi) requests certain paid Services, or (vii) provides it via other methods TekDash may request or allow from time to time. TekDash may also collect information from a User at other locations on the Platform that state that such information is being collected. In certain cases, we may collect Personally Identifiable Information related to your use of the Services automatically after you have purchased a particular paid Service (e.g. we may identify Users after purchase of a particular paid Service to ensure that payment has been made and User is using the Service in accordance with its terms).

5.2 <u>Automatic Collection of User Information</u>. In addition, TekDash may also automatically collect, including through third party service providers (e.g. *Google Analytics, Facebook, Device Info – OneSignal, Google, Instagram, Twitter*), certain User Information, including Personally Identifiable Information. Such User Information may be collected when you use the Services and may not require you to provide or input specific information. TekDash may use User Information to diagnose problems with the Services and to improve and market the Services and as otherwise set forth in this Privacy Policy. We may request and collect certain User Information when you register on the TekDash Platform or use the Services – for example, in the case of Contractors, we may request and receive information certain background information as described in our Contractor Terms of Use or related Supplemental Agreements in addition to such information described in this Privacy Policy (including Section 5.3 below). Such information may be provided from third parties based on the authorization you provide us in our Terms of Use.

5.3 <u>Collection of Services and Platform Related User Information</u>. TekDash may collect Personally and Non-Personally Identifiable Information about Users related to their use of the Services, including the Client IT Services requested by a particular Client and/or delivered by a particular Contractor. Such information may include, but is not limited to:

 <u>Contractor Background Information</u> – We may collect background information in compliance with applicable law in connection with a User's initial application to serve as a Contractor and thereafter on an ongoing basis. Our Contractor Terms of Use and related Supplemental Agreements contain more information regarding the sorts of background information TekDash may collect.

- <u>Service Requirements</u> We may need to collect information about your devices, home, data or other requirements related to the Services.
- <u>Location and Use Information</u> The user location data of Contractor vehicles or mode of transportation may be tracked by GPS or other technologies. We may collect information related to use of the transportation mode used including where you go.
- <u>Profile Information</u> We may ask you to provide profile including a picture, street addresses, phone numbers, and other information that we may require. Certain parts of your profile may be publicly visible to others
- <u>Other Information</u> To the extent permitted by applicable law, we may receive additional information about you, such as or data from credit bureaus, fraud detection information, demographic data and other information from third parties. We may combine such information with other User Information we have about you.

5.4 <u>Other Potential Methods for Collecting User Information</u>. TekDash, and/or its Affiliates or its service and technology providers may use various methods to collect Personally and Non-Personally Identifiable Information about Users. These methods may include, but are not limited to (i) cookies - a small text file containing a string of alphanumeric characters placed on User's computer or mobile device that identifies User's web browser; (ii) analytics and user tracking technologies that may allow us to monitor what actions Users take on the Platform; (iii) log Files – information, which is automatically reported by User's web browser each time User views a web page, possibly including, but not limited to, User's IP address, browser type and language, number of clicks, domain names of websites visited, pages viewed, and the order of those pages, the amount of time spent on particular pages, the date and time; (iv) clear gifs - web beacons, which are pieces of data used to track the online usage patterns of Users anonymously, and which may also be used in HTML-based emails sent to Users to track which emails are opened by recipients; (v) other social media or third party site connects or authorizations to share information; (vi) other available technologies that may be integrated into the Platform; and (vii) requests for data or information collected through the Services.

5.5 <u>Authorization</u>. Without limiting anything in this Privacy Policy or the respective Terms of Use, you hereby authorize TekDash to obtain any User Information set forth in or contemplated by this Privacy Policy or the Terms of Use applicable to you, and you authorize all applicable entities to release such information to us.

5.6 <u>App Information</u>. We may collect certain User Information when you use our App. Such Information may include:

- <u>Device Information</u>. We collect information from and about the devices you use. For example, we collect:
 - information about your hardware and software, such as the hardware model, operating system version, device memory, advertising identifiers, unique application identifiers, apps installed, unique device identifiers, browser type, language, battery level, and time zone;
 - information from device sensors, such as accelerometers, gyroscopes, compasses, microphones, and whether you have headphones connected; and
 - information about your wireless and mobile network connections, such as mobile phone number, service provider, and signal strength.
- <u>Device Phonebook</u>. Because the Services allow you to send messages, we may collect

information from your device's phonebook and contact information. In addition, we may access your contacts in your phone.

- <u>Camera and Photos</u>. Some of our Services may require us to collect images and other information from your device's camera and photos. For example, you won't be able to send upload photos from your camera roll unless we can access your camera or photos.
- Location Information. When you use the Services we may collect information about your location. With your consent, we may also collect information about your precise location using methods that include GPS, wireless networks, cell towers, Wi-Fi access points, and other sensors, such as gyroscopes, accelerometers, and compasses along with sites such as Google, Facebook, Twitter, Instagram, and Stripe.
- 6. <u>Use of User Information</u>. TekDash will use User Information to:
 - Provide and operate the Services;
 - Verify your identity or authenticate information provided by you, including related to your account;
 - Evaluate your background for purposes of determining whether to engage you as a Contractor;
 - Conduct checks against databases and information sources (including public government databases and private information sources);
 - Perform credit checks, compare information for accuracy, and verify it with third parties;
 - Monitor your use of the Services;
 - Deliver information to Users and to contact Users regarding administrative notices;
 - Respond to Your requests, inquiries, comments and concerns;
 - Evaluate and improve the Services, and our other products and services and to develop new products, services, features and benefits;
 - Provide technical, product and other support for the Services;
 - Provide You with special offers and other information about the Services as well as other products, events and services of ours, our Affiliates, and non-affiliated third parties.
 - Identify usage trends and for data analysis, including for purposes of research, audit and reporting;
 - Process and credit payment transactions;
 - Comply with our legal obligations, resolve disputes, and enforce our agreements;
 - Help ensure that our Users have a secure, safe and trusted experience when using the TekDash Platform;
 - Further our business and commercial purposes as described below;
 - Enable you to communicate with other Users, including by allowing Contractors and Clients to communicate with one another;
 - Provide special offers and targeted advertising based on usage patterns;
 - Send push notifications based on targeting;

- As otherwise reasonably required by TekDash.
- TekDash uses User Information generally in our business operations and activities and for any of our commercial purposes consistent with applicable law. We may also match or combine User Information that you provide with information that we obtain from other sources or that is already in our records, whether collected online or offline or by predecessor or affiliated group companies, for the purposes described above.

If TekDash should ever file for bankruptcy or have TekDash's assets sold to or merge with another entity (or otherwise engage in any business combination or similar transaction), information TekDash receives from User through use of the Services is TekDash's asset and may be transferred without any restriction.

7. <u>Sharing of User Information</u>. TekDash may share and disclose User Information with third parties, including as follows:

- <u>Sharing between Clients and Contractors</u>. TekDash provides the Services for purposes of facilitating the ability for Contractors to provide, and Clients to receive, the Client IT Services. Accordingly, if you use the Services, we may provide your information to the other party in that transaction as necessary to facilitate the Client IT Services. By way of example, we may provide your phone number and home address to allow for communication between a Contractor and Client and for the Contractor to locate your home for purposes of performing the Client IT Services. We will also provide other information as required to complete the transaction.
- <u>Our Service Providers</u>. We may engage third parties to provide the Services and we may provide User Information to them in order to provide the Services (e.g. hosting, data analysis, payment processing, order fulfillment, infrastructure provision, IT services, customer service, email delivery services, credit card processing, etc.) including
 - Stripe payment processing
 - Twilio sms and phone messaging management
 - OneSignal push notification delivery/management
 - MailChimp email management
 - Zoho
 - FreshService keep track of repair issues and resolution steps
- <u>Affiliates</u>. We may share your User Information with our Affiliates who will use such information in accordance with their own privacy policies.
- <u>Partners and Commercial Purposes</u>. We may share your User Information with our corporate partners and other third parties related to our business or for their business or commercial purposes. This may include third party advertisers for their marketing purposes.
- <u>Corporate and Asset Transactions</u>. If we sell all or substantially all of our business or sell
 or transfer all or a material part of our assets, or are otherwise involved in a merger, sale
 or transfer of all or a substantial part of our business, we may transfer all information we
 have collected and stored, including User Information, to the party or parties involved in
 the transaction as part of that transaction.
- Public Disclosure. Your public profile on the Platform may include some User Information,

such as your name, your profile photo (if any), reviews/feedback that you submit to the Platform, and other information that we think may be useful to other Users.

<u>Other Uses</u>. We may share your User Information as we believe to be necessary or appropriate: (a) under applicable law; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to enforce our Terms of Use; (e) to protect our operations or those of any of our Affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

8. <u>Updating and Correcting Information</u>. TekDash believes Users should have the ability to access and edit the Personally Identifiable Information that you have provided to TekDash. Users may contact TekDash to determine what Personally Identifiable Information we have on such User by contacting TekDash through the appropriate contact information or web forms located on the Platform.

Please include first and last name, address, and email address when contacting TekDash. TekDash encourages each User to promptly update their Personally Identifiable Information if it changes. In addition, it may be impossible to completely delete a User's Personally and Non-Personally Identifiable Information without some residual information because of reasons including, but not limited to, server backups and disaster recovery. User acknowledges that altering, updating or deleting any Personally or Non-Personally Identifiable Information may alter the functioning or operation of the Services for User.

9. <u>User Choices on Collection and Use of Information</u>.

9.1 <u>Email(s)</u>. TekDash may, from time to time, send User email(s) regarding TekDash's products and services or the Services. If User does not want to receive such mailings, simply contact TekDash as set forth in this Privacy Policy or as set forth in such emails.

9.2 <u>Disabling Cookies</u>. User also has choices with respect to cookies, as described below. By modifying browser preferences, User may have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. If User chooses to reject all or some cookies, some parts of TekDash's Services may not work properly in User's case.

9.3 <u>Opt-Out</u>. At any time, you may opt out of allowing us to use your Personally Identifiable Information by contacting us at the information set forth below in Section 14. We will process your request within a reasonable time. However, please note that in certain instances, we may have already used or shared your Personally Identifiable Information consistent with this Policy prior to your opt out. In addition, you may not be able to use the Services if you opt-out.

10. <u>Security of Information</u>. The importance of security for all Personally and Non-Personally Identifiable Information associated with TekDash's Users is important to TekDash. TekDash values the privacy and security of User Information and uses reasonable efforts to protect User's Personally and Non-Personally Identifiable Information so that it is secure. However, User acknowledges that no data transmission or hosting over the Internet or any wired or wireless network can be guaranteed to be 100% secure and neither can the storage of such data or information. As a result, while TekDash strives to protect User's Personally and Non-Personally Identifiable Information, User acknowledges that (i) there are security and privacy limitations of the Internet and mobile platforms which are beyond TekDash's control; (ii) the security, integrity and privacy of any and all information and data exchanged between User and TekDash through the Services and data and information that is stored by TekDash cannot be guaranteed; and (iii) any such information and data may be viewed or tampered with in transit or in rest by a third party. AS A RESULT, WITH REGARD TO THE SECURITY AND INTEGRITY OF PERSONALLY AND NON-PERSONALLY IDENTIFIABLE INFORMATION, USER USES THE PLATFORM AND ALL OF THE OTHER

SERVICES AT USER'S OWN RISK.

11. <u>Additional Information on Cookies</u>.

11.1 <u>General Information</u>. When User uses TekDash websites, TekDash may store cookies on User's computer in order to facilitate and customize User's use of the Platform. A cookie is a small data text file, which a website stores on User's computer hard drive (if User's Web browser permits) that can later be retrieved to identify User to TekDash. The cookies make User's use of the site easier, make the site run more smoothly and help TekDash to maintain and operate the site securely, although TekDash makes no such guarantees about the site's operation. User is always free to decline TekDash's cookies if User's browser permits, but some parts of the site may not work properly in that case. To learn more about cookies, including how to enable cookies, change your browser settings and find and delete cookies on your hard drive, please refer to your web browser's help menus or visit www.allaboutcookies.org. By using the site, you are deemed to unambiguously agree to its use of any cookies that you do not disable.

11.2 <u>Third Party Cookies</u>. As part of your use of the Services, certain service providers may place a separate cookie on your computer (e.g. Google Analytics).

12. <u>Third Party Providers; Scope</u>.

12.1 <u>Third Party Providers</u>. As described above, we may use third party service providers to facilitate use and operation of the Platform and for other Services related activities. Your User Information may be provided to and used by such third parties. For example, we use: Google, Facebook, OneSignal, Github, FreshService, Twilio, Stripe, MailChimp, Zoho

12.2 <u>Scope of Privacy Policy</u>. This Privacy Policy only addresses the use and disclosure of information TekDash collects from Users. Other sites, including but not limited to those of TekDash's Affiliates and other sites available through the Platform, have their own privacy policies and data collection use and disclosure practices. Please consult each site's privacy policy, including, without limitation, those set forth above. TekDash is not responsible for the policies or practices of third parties. User should contact these advertisers, providers, or other third parties directly if User has any questions about the use of the information that these third parties collect.

13. Do Not Track Disclosures; California Requirements.

13.1 <u>Do Not Track</u>. Do Not Track is a privacy preference that Users can set in their web browsers. When a User turns on the Do Not Track signal, the browser sends a message to websites requesting them not to track the User. For information about Do Not Track, visit www.allaboutdnt.org. At this time, TekDash does not respond to Do Not Track browser settings or signals. In addition, TekDash may use other technology that is standard to the Internet, such as pixel tags, web beacons, and other similar technologies, to track visitors to the Platform or one of the affiliated pages hosted at the TekDash domain. Those tools may be used by us and by third parties to collect information about you and your internet activity, even if you have turned on the Do Not Track signal.

13.2 <u>Request of Information for California Users</u>. California Civil Code Section 1798.83 entitles California Users to request information concerning whether a business has disclosed certain information about you to any third parties for the third parties' direct marketing purposes. California Users who wish to request further information in compliance with this law or have questions or concerns about our privacy practices and policies may contact us as specified in the "How to Contact Us" section below.

14. <u>Miscellaneous Issues</u>.

14.1 <u>Age Policies</u>. User must be at least 18 years old to have TekDash's permission to use any

of the Services. TekDash's policy is that TekDash does not knowingly collect, use or disclose any Personally Identifiable Information (or other information) about Users that are under 18 years of age.

14.2 <u>Server Host Country</u>. The Platform is hosted in the United States. If User is visiting from the European Union ("EU") or other regions with laws governing data collection and use that may differ from U.S. law please note that User is transferring personal data to the United States which does not have the same data protection laws as the EU, or other nations, and by providing personal data to TekDash, User consents to: (i) the use of User's personal data for the uses identified above in accordance with this Privacy Policy; and (ii) the transfer of User's personal data to the United States as indicated above. You currently may not use the Services if you are located in any country outside of the United States and we do not knowingly collect any User Information from Users located in the EU.

14.3 <u>Questions or Concerns About this Privacy Policy</u>. If you have any questions about this Privacy Policy, contact TekDash at the contact information set forth below, or through the contact information provided on the Platform.

Contact info: Support@TekDash.com, 1-800-461-5257

14.4 <u>Terms of Use</u>. Your use of the Services is also subject to, and you agree to, our Client Terms of Use or Contractor Terms of Use applicable to the Services you are receiving. The term "including" as used in this Policy shall mean "including, without limitation," unless the context otherwise requires.

BY USING THE TEKDASH PLATFORM, DOWNLOADING OR INSTALLING THE APP AND/OR SUBMITTING ANY INFORMATION OR COMPLETING ANY FORMS VIA THE SERVICES, OR OTHERWISE ACCESSING OR USING ANY OF OUR OTHER SERVICES, USER AGREES TO BE BOUND BY THIS PRIVACY POLICY. IF USER DOES NOT WISH TO BE BOUND BY THIS PRIVACY POLICY, PLEASE EXIT THE PLATFORM NOW AND CEASE ALL FURTHER USE THEREOF AND OF ALL OTHER SERVICES. USER'S AGREEMENT WITH US REGARDING COMPLIANCE WITH THIS PRIVACY POLICY BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF USER'S USE OF ANY OF THE SERVICES.