

If you are using OFF, it means that you acknowledge your need for disconnection, and we congratulate you for that. We will do everything in our hands to help you achieve it. While we do so, we will respect and protect your privacy as one of our main concerns.

Here are the general principles that drive our decisions when it comes to privacy: how we collect, use, and handle your personal data.

- **Data stays on your device:** On iOS, we use Apple's Screen Time API to block apps and disconnect distractions. We display information about apps you use but we do not store any of this data.
- **Minimize data collection:** Our goal is to make sure the collection or use of your personal data is minimized. We are committed to transparent data collection, and letting our user's opt-in to any data collection.
- **Prioritize privacy:** like other technological companies, we use data to improve our products and services. That said, we believe many technology companies overextend this practice by storing too much data and not paying enough attention to *what* they collect and *how* data is collected. Our guiding principle is prioritizing your privacy, even in cases where collecting more data could be beneficial to improve OFF.
- **Never, ever sell data to third parties:** we are a company made by and for individuals, **NOT** third-party corporations or advertisers. We will therefore **never sell any of your personal data to third parties**.
- **We don't need to rely on data-linked revenues:** OFF is free to download and use, but users who want to skip blockage options provide us with the revenue we need to operate. Therefore, we don't need to sell your data to third parties to make a business case.

## Data we collect

Here are the 2 types of data we do collect on iOS:

### 1. Data linked to you

#### *Contact information, User Identifiers*

This information is used in order to connect your payment information within OFF to an account so that you can also receive payments. We can also use this information to help you restore your upgrade if you delete and reinstall OFF.

We also use this information when you file bug reports with us, this means that we're able to correspond with you to help you to solve any issues or investigate and fix issues where necessary.

## 2. Data not linked to you

### *Usage Data, Diagnostics*

We use this information to help us to improve OFF. This information generally includes things such as:

- Crash reports
- Most commonly used features within OFF
- When OFF was installed
- How many times someone has opened OFF

This information allows us to quickly identify and fix issues as well as gives us a high-level overview of what features our gems use and enjoy interacting with. This information allows us to keep improving OFF in meaningful ways.

As a digital wellbeing company, we want to bring you peace and balance in your use of digital technology. Privacy is core to your peace of mind, so we will take extra care with it.

For details, please read the Privacy Policy below carefully. By using our App or other services, you agree to be bound by it. If you do not agree with any part of the Privacy Policy, please do not use the App. Thanks!

Please feel free to contact us for any questions, inquiries or issues.

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i. Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and Apple shall be governed by the laws of the State of California, excluding its conflicts of law provisions. You and Apple agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California, to resolve any dispute or claim arising from this Agreement. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

## **Privacy Policy**

## **1. Introduction**

### **1.1**

Maintaining the privacy of your information is of paramount importance to us as it helps foster confidence, goodwill and stronger relationships with you, our customers. If, at any time, you have questions or concerns about our privacy practices, please feel free contact us at [oliver@OFFapp.io](mailto:oliver@OFFapp.io)

### **1.2**

Kandaro Solutions SL ( "we," "us," "our," "OFF") is the owner of the OFF Application ("OFF" or the "App"). OFF is a mobile application that incentivizes users disconnection from their phone to minimize digital addiction rates (the "Service").

### **1.3**

The Privacy Policy goes hand-in-hand with our Terms of Use, which govern all use of the Service and can be found at: <https://OFFapp.io/terms>. Please read them together.

### **1.4**

Kandaro Solutions SL is the responsible party or data controller regarding Personal Data collected through our Service. If you have any questions or concerns at any time about your data, privacy, or our terms of use, please contact us.

## **2. Privacy Statement**

### **2.1**

This Privacy Policy explains how we collect, use, maintain and disclose your Information. This includes information that could be used to identify a specific User ("**Personal Data**"), and other information that does not constitute Personal Data ("**Non-Personal Data**") that is collected from you while using our Service. We take the privacy of your Personal Data seriously. All members of OFF's workforce with access to your Personal Data are required to follow this policy, effective April 8th 2025.

## **3. Purpose of our Policy**

### **3.1**

We adopted this Privacy Policy to ensure that we have standards in place to protect the Personal and Non-Personal Data that we may collect from you. Collecting your Personal Data may be necessary for providing our Service, and is a consequence of the normal operations of our business. We published this Privacy Policy to make it easy for you to understand what Personal Data we collect and store, why we do so,

how we receive and/or obtain that information, and the rights you have over your Data in our possession.

#### **4. Consent**

##### **4.1**

When you use our Service or allow someone to use our Service on your behalf, you consent to our collection, use, disclosure, transfer and storage/retention of any the Personal and Non-Personal Data or other information received by us as a result of your use, all in accordance with this Privacy Policy

#### **5. A note About Children**

##### **5.1**

In Europe, in accordance with the General Data Protection Regulation (GDPR), we do not knowingly collect or process personal data from children under the age of 16 (or the age specified by applicable Member State law) without verifiable parental consent. If we become aware that a child under this age has provided personal data through our Service, we will take steps to delete such data from our systems promptly. If you are a parent or guardian and believe we have processed your child's personal data in a manner inconsistent with GDPR, please contact us immediately. We are not liable for any damages resulting from a user's misrepresentation of their age.

In the US, consistent with the federal Children's Online Privacy Protection Act of 1998 (COPPA), we do not knowingly collect Personal Data from children under the age of 13. If you have reason to believe that a child under the age of 13 has used our Service and provided Personal Data to us, please contact us, and we will work to delete that information from our databases. If you are a parent or guardian and you believe we have collected information from your child in a manner not permitted by law, contact us. We are not liable for any damages that may result from a visitor's misrepresentation of age.

#### **6. The Information We Collect**

##### **6.1**

In the course of business it may be necessary for us to collect Personal Data. This information allows us to identify who an individual is for the purposes of our business, contact the individual in the ordinary course of business and transact with the individual. We require this information in order to verify the identity of our Users, to protect our customers, and to ensure the integrity of the Service.

##### **6.2**

We will collect Personal Data from you only if you, or an authorized individual, whom you have authorized to share data about you (the “**Authorized Agents**”) voluntarily submit such information to us. You and/or the Authorized Agent can refuse to supply Personal Data, except that it may prevent you from engaging in certain Site related activities or accessing parts of the Service.

### 6.3

Without limitation, the types of information we may collect are:

- (a) **Aggregated Data.** So that we can continually improve our Service, we often conduct research on user demographics, interests, and behavior. This is based on information that we have collected, and may be compiled and analyzed on an aggregate basis. Since this aggregate information does not identify you personally, it is considered and treated as Non-Personal Data under this Privacy Policy;
- (b) **Communications and Workflow.** We may collect information about a User’s activity when the User uses the Service. We will never collect information about a User’s private communications, but some Users choose to communicate in our public forums;
- (c) **Contact Information.** We may collect information like your email address, and other information that allows us to contact you and is also considered Personal Data under United States Law;
- (d) **Financial Information.** We may collect financial information related to an individual such as any bank or credit card details used to transact with us and other information that allows us to transact with the individual and/or provide them with our Service;
- (e) **Personal Data.** We may collect personal details such as your name, location, and other information defined as “Personal Data” that allows us to identify who you are. We may utilize this information in order to adapt our Service to Users’ needs or to develop new tools for the community;
- (f) **Social Media Information.** We may collect Twitter, Facebook, Telegram or other social media Usernames if you connect to these social networks through the Service;
- (g) **Statistical Information.** We may collect information about an individual’s online and offline preferences, habits, movements, trends, decisions, associations, memberships, finances, purchases and other information for statistical purposes;
- (h) **Other Information.** We may collect other Personal Data about you, which we will maintain according to this Privacy Policy. We may also collect non-Personal Data about you such as information about your network, device, or operating system. Finally, we may collect any personal correspondence that



you send directly to us, or that is sent to us by others about an individual's activities.

## **7. How the information is collected**

7.1 Most information is collected in association with your use of the Service. In particular, information is likely to be collected as follows:

- (a) Account.** When you open an Account on the application and submit your personal details, or when you enter Personal Data details through another process in order to receive or access something.
- (b) Contact.** When you contact us in any way.
- (c) Cookies & Similar Technologies.** When you use the Application, we may use cookies and similar technologies like pixels, web beacons, and local storage to collect information about how you use our Service, and to provide features to you. We use cookies to make your use of our Service as convenient as possible. Cookies are useful to estimate our number of visitors and to determine overall traffic patterns through our website. If you do not wish to receive any cookies you may set your Mobile phone to refuse cookies. This may mean you will not be able to take full advantage of the Service.
- (d) Flash LSOs.** When we post videos, third parties may use local shared objects, known as "Flash Cookies," to store your preferences for volume control or to personalize certain video features. Flash Cookies are different from browser Cookies because of the amount and type of data and how the data is stored. Cookie management tools provided by your browser or mobile phone will not remove Flash Cookies.
- (e) Log files.** If you access certain portions of our Service, we will gather certain information automatically and store it in log files. This information includes IP addresses, browser type, Internet service provider ("ISP"), referring/exit pages, operating system, date/time stamp, and clickstream data. We use this information to analyze trends, administer the Site, track users' movements around the Site, gather demographic information about our user base as a whole, and better tailor our Service to our users' needs. For example, some of the information may be collected so that when you visit the Site or the Service again, it will recognize you and the information could then be used to serve advertisements and other information appropriate to your interests. Except as noted in this Privacy Policy, we do not link this automatically-collected data to Personal Data.
- (f) Marketing and Web Surveys.** From time to time, we may conduct online research surveys through email invitations, surveys and online focus groups. When participating in a survey, we may ask you to enter Personal Data. The Personal Data you submit in a survey may be used by us for research and

measurement purposes, as described below, including to measure the effectiveness of content, advertising or programs. When our market research surveys collect Personal Data we will not knowingly accept participants who are under the age of 16.

- (g) Payment.** When an individual submits their details to receive or make payments through the App.
- (h) Public Forums.** OFF may feature public forums where users with similar issues, interests, or conditions can share information and support one another or where users can post questions for experts to answer. Our forums are open to the public and should not be considered private. Any information (including Personal Data) you share in any online forum is by design open to the public and is not private. You should think carefully before posting any Personal Data in any public forum. What you post can be seen, disclosed to or collected by third parties and may be used by others in ways we cannot control or predict, including to contact you for unauthorized purposes. As with any public forum on any site, the information you post may also show up in third-party search engines. If you mistakenly post Personal Data in our Public Forums and would like it removed, you can send us an email to request that we remove it by using the contact address provided in the first page of the Privacy Policy. In some cases, we may not be able to remove your Personal Data.
- (i) Social Media Features.** Our Site may include social media features. These features may collect your IP address and which page you are visiting on our Site, and may set a cookie to enable the feature to function properly. Social media features are either hosted by a third party or hosted directly on our Site. Your interactions with these features are governed by the privacy policy of the company providing them.
- (j) Phishing.** It has become increasingly common for unauthorized individuals to send e-mail messages to consumers, purporting to represent a legitimate company such as a bank or on-line merchant, requesting that the consumer provide personal, often sensitive information. Sometimes, the domain name of the e-mail address from which the e-mail appears to have been sent, and the domain name of the web site requesting such information, appears to be the domain name of a legitimate, trusted company. In reality, such sensitive information is received by an unauthorized individual to be used for purposes of identity theft. This illegal activity is known as “phishing”. If you receive an e-mail or other correspondence requesting that you provide any sensitive information (including your password or credit card information) via e-mail or to a Web site that does not seem to be affiliated with us, or that otherwise seems suspicious to you, please do not provide such information, and report such request by contacting us.

**(k) Third Party Links.** Our Services may contain links to third party websites. The fact that we link to a website is not an endorsement, authorization or representation of our affiliation with that third party. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit Personal Data from you. If you submit Personal Data to any of those sites, your information is governed by their privacy policies. Other sites follow different rules regarding the use or disclosure of the Personal Data you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit. This Privacy Policy does not apply to information collected on external websites that may be linked to or through the Site.

## 7.2

We understand that there are many circumstances in which we may collect information, and we work hard to ensure that you are always aware when your Personal Data is being collected.

## 8. The safety and security of personal data

### 8.1

**Data Hosting.** We are committed to protecting the security of your Personal Data. We use a variety of state of the art technologies and procedures to help protect your Personal Data from unauthorized access, use, or disclosure.

### 8.2

**Third Party Use.** We are not responsible for the privacy or security practices of any third party; this includes third parties to whom we are permitted to disclose your Personal Data in accordance with this policy or any applicable laws. The collection and use of your information by these third parties may be subject to separate privacy and security policies. We cannot control and are not responsible for the privacy and security of your Personal Data once it is provided to a third party by you or in accordance with your requests or directions.

### 8.3

**Unauthorized Access.** If you suspect any misuse, loss of, or unauthorized access to your Personal Data, you should let us know immediately by contacting us.

### 8.4

**Authorized Use.** We are not liable for any loss, damage, or claim arising out of another person's use of the Personal Data where we were authorized to provide that person with the Personal Data.

## **9. When we contact Users**

### **9.1**

**Service Announcements.** On rare occasions it is necessary to send out a strictly Service related announcement. For instance, if our Service is temporarily suspended for maintenance we might send users an email. Generally, users may not opt-out of these communications, though they can deactivate their Account. However, these communications are not promotional in nature.

### **9.2**

**Customer Service.** We communicate with users on a regular basis to provide requested Service and in regards to issues relating to their Account.

## **10. When personal data is used & disclosed**

### **10.1**

**Time Period.** We may retain your data as long as you continue to use our Service. You may close your account by contacting us, but we may retain Personal or Non-Personal Data for an additional period as is permitted or required under applicable laws. Even after we delete your Personal Data, it may persist on backup or archival media for an additional period of time.

### **10.2**

**Agents, Consultants, and Trusted Third Parties.** Like many businesses, we sometimes have companies perform certain business-related functions for us. These companies include our marketing agencies, database service providers, backup and disaster recovery service providers, email service providers, and others. When we engage another company, we may provide them with information including Personal Data, so they can perform their designated functions. They are not permitted to use your Personal Data for other purposes.

### **10.3**

**Business Operations.** Your Information is used to operate our business. These business operations may include:

- (a) The provision of Service between you and us;
- (b) Verifying your identity;
- (c) Communicating with you about:
- (d) Your relationship with us;
- (e) Our goods and services;
- (f) Our own marketing and promotions to users and prospects;
- (g) Competitions, surveys and questionnaires.

#### 10.4

**Corporate Restructuring.** We may share some or all of your Personal Data in connection with or during negotiation of any merger, financing, acquisition or dissolution transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets. In the event of an insolvency, bankruptcy, or receivership, Personal Data may also be transferred as a business asset. If another company acquires our company, business, or assets, that company will possess the Personal Data collected by us and will assume the rights and obligations regarding your Personal Data as described in this Privacy Policy.

#### 10.5

**IP Address.** We use your IP address to help diagnose problems with our application or server, and to administer our website. We do not link your IP address which accesses our website to any Personal Data. We use tracking information to determine which areas our App or site users visit based on traffic to those areas. OFF does not track what individual users read, but rather how often each page is visited. This helps us maintain a superior and informative website for you.

#### 10.6

**Improve Customer Service.** Information you provide helps us respond to your customer service requests and to support your needs more efficiently.

#### 10.7

**Payments.** We may use the information Users provide about themselves when placing an order only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the service.

#### 10.8

**Personalize Your Experience.** We may use information in the aggregate to understand how our Users as a group use the Service.

#### 10.9

**Site Improvement.** We may use feedback you provide to improve our products and Service.

#### 10.10

**User Testimonials and Feedback.** We often receive testimonials and comments from users who have had positive experiences with our Service. We occasionally publish such content. We obtain the user's consent prior to posting his or her name along with the testimonial. We may post user feedback on the Site from time to time.

If we choose to post your first and last name along with your feedback, we will obtain your consent prior to posting your name with your feedback. If you make any comments on a blog or forum associated with your Site, you should be aware that any Personal Data you submit there can be read, collected, or used by other users of these forums, and could be used to send you unsolicited messages. We are not responsible for the Personal Data you choose to submit in these blogs and forums.

#### 10.11

**Disclosure.** There are a few circumstances where we must disclose an individual's information

- (a) Where we reasonably believe that an individual may be engaged in fraudulent, deceptive, or unlawful activity that a governmental authority should know about or to enforce our Terms of Use and investigate potential violations of the Terms of Use;
- (b) In response to lawful requests by public authorities, including to meet national security or law enforcement requirements;
- (c) To protect the rights, property, or personal safety of another user or any member of the public;
- (d) As required by any law;
- (e) In the event we sell our business and may need to transfer Personal Data to a new owner; or
- (f) In special cases, such as in response to a physical threat to you or others.
- (g) OFF does not make your Personal Data available to third parties for their marketing purposes without your consent.

#### 10.12

**Non-Disclosure.** We promise not to disclose or sell your Personal Data to unrelated third parties under any circumstances, ever. We do not sell, trade, or rent your Personal Data to others.

### 11. When we contact Users

#### 11.1

Under the General Data Protection Regulation (GDPR), users in the European Union have the right to request information about the processing of their personal data, including whether their personal data has been shared with third parties for direct marketing purposes. To make such a request, please contact us. We will respond in accordance with GDPR requirements, providing details about the data processed, the purposes of processing, and any third-party recipients, where applicable

### 12. Do not track

## 12.1

Your browser settings may allow you to automatically transmit a “do not track” signal to online services you visit. Note, however, there is no industry consensus as to what site and app operators should do with regard to these signals. Accordingly, unless and until the law is interpreted to require us to do so, our systems do not recognize browser “do-not-track” requests. You may, however, disable certain tracking as discussed in this privacy policy (e.g., by disabling cookies, or using ‘private’ browsing modes).

## 13. Your choices regarding information

### 13.1

**Cookies.** If you decide at any time that you no longer wish to accept Cookies from our Service for any of the purposes described above, then you can instruct your browser, by changing its settings, to stop accepting Cookies or to prompt you before accepting a Cookie from the websites you visit. Consult your browser’s technical information. If you do not accept Cookies, however, you may not be able to use all portions of the Service or all functionality of the Service. If you have any questions about how to disable or modify Cookies, please let us know at the contact information provided below.

### 13.2

**Changing or Deleting your Personal Data.** You may change any of your Personal Data in your Account by editing your profile within your Account or by contacting us. You may request deletion of your Personal Data by us, and we will use commercially reasonable efforts to honor your request, but please note that we may be required to keep such information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). When we delete any information, it will be deleted from the active database, but may remain in our archives. We may also retain your information for fraud or similar purposes.

### 13.3

**EU Residents.** In addition, if you are a resident of the European Union, you can object to processing of your personal data, ask us to restrict processing of your personal data, or request portability of your personal data. Again, you can exercise these rights by contacting us. Note that if you submit such a request, this may prohibit you from using the Site and/or Service.

### 13.4

**Withdrawing Consent.** If we have collected and processed your information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your information conducted in reliance on lawful processing grounds other than consent.

#### 13.5

**Data Protection.** You have the right to complain to a data protection authority about our collection and use of your information. For more information, please contact your local data protection authority. We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. Where we process your information solely on behalf of a customer, we may be legally required to forward your request directly to our customer and/or social media business partners for their review / handling.

### **14. can-spam compliance notice (U.S. users only)**

#### 14.1

We may send periodic promotional or informational emails to you. You may opt-out of such communications by following the unsubscribe or opt-out instructions contained in the email. Please note that it may take up to 10 business days for us to process opt-out requests. If you opt-out of receiving emails about recommendations or other information we think may interest you, we may still send you emails about your account or any service you have requested or received from us.

### **15. Complaints and disputes**

#### 15.1

If you have a complaint about our handling of your Personal Data, address your complaint by contacting us.

#### 15.2

If we have a dispute over handling of your Personal Data, we will first attempt to resolve the issue directly between us.

#### 15.3

If we become aware of any unauthorized access to your Personal Data we will inform you at the earliest practical opportunity, once we have established what was accessed and how it was accessed.

### **16. international privacy laws**



## 16.1

This site is intended for use only in the United States. If you are visiting the Service from outside the United States, please be aware that you may be sending information (including Personal Data) to the United States, where some of our servers are located. That information may then be transferred within the United States or back out of the United States, depending on the type of information and how it is stored by us.

## 16.2

We hold and process your Personal Data in accordance with privacy laws in the United States and this Privacy Policy. Please note that privacy laws in the United States may not be the same as, and in some cases may be less protective than, the privacy laws in your country, and while in the United States Personal Data may be subject to lawful access requests by government agencies.

## 16.3

We will ensure that any transfer of Personal Data from countries in the European Economic Area (EEA) to countries outside the EEA will be protected by appropriate safeguards, for example by using standard data protection clauses approved by the European Commission, or the use of binding corporate rules or other legally accepted means.

# 17. European Users

## 17.1

Data protection law in Europe requires a "lawful basis" for collecting and retaining Personal Data from citizens or residents of the European Economic area. Our lawful bases include:

- (a) Performing the contract we have with you:** In certain circumstances, we need your Personal Data to comply with our contractual obligation to deliver the services, enable creators to establish and display their projects, and enable backers to find and make pledges to them.
- (b) Legal compliance:** Sometimes the law says we need to collect and use your data. For example, tax laws require us to retain records of pledges and payments made through our services.
- (c) Legitimate interests:** This is a technical term in data protection law which essentially means we have a good and fair reason to use your data and we do so in ways which do not hurt your interests and rights. we sometimes require your data to pursue our legitimate interests in a way that might reasonably be expected as part of running our business and that does not materially impact your rights, freedom or interests. For example, we use identity, device, and

location information to prevent fraud and abuse and to keep the services secure. We may also send you promotional communications about our services, subject to your right to control whether we do so.

**(d) Usage analysis:** We analyze how users interact with our site so we can understand better what elements of the design are working well and which are not working so well. this allows us to improve and develop the quality of the online experience we offer all our users.

**(e) Data Protection Authority.** Subject to applicable law, if you are a citizen or resident of the European Economic Area, you also have the right to object to OFF's use of your Personal Data and to lodge a complaint with your local data protection authority.

## **18. Additions to this policy**

### **18.1**

If we change this Privacy Policy, we will post updates on the Service or the App (the "**Modifications**"). Modifications are effective thirty (30) days following the "Updated" date, or the date communicated in any other notice to you. Please review this policy periodically for changes, and especially before you provide any Personal Data. By continuing to use our Service after the effective date of any Modifications to this Privacy Policy, you accept those Modifications. If any Modification to this Privacy Policy is not acceptable to you, you should cease accessing, browsing, and otherwise using the Service.

## **19. Contacting us**

### **19.1**

If you have any questions about this Privacy Policy or your dealings with the Application, please contact us.

## **20. Additional user rights under GDPR**

As an EU resident, you have the following rights regarding your personal data under GDPR:

- **Right of Access:** Request a copy of the personal data we hold about you.
- **Right to Rectification:** Correct inaccurate or incomplete personal data.
- **Right to Erasure:** Request deletion of your personal data, subject to legal obligations (e.g., retaining payment records for tax purposes).
- **Right to Restrict Processing:** Limit how we process your data in certain circumstances.

- **Right to Data Portability:** Receive your personal data in a structured, commonly used, and machine-readable format.
- **Right to Object:** Object to processing based on legitimate interests, including for direct marketing (if applicable).
- **Right to Withdraw Consent:** Withdraw consent at any time where processing is based on consent. To exercise these rights, please contact us at [insert contact details]. We will respond to your request within one month, as required by GDPR, unless the request is complex or involves a large volume of data, in which case we may extend the response period by up to two additional months.

## **21. Additional Disclosures for California residents**

These additional disclosures for California residents apply only to individuals who reside in California. The California Consumer Privacy Act of 2018 (“CCPA”) provides additional rights to know, delete and opt out, and requires businesses collecting or disclosing Personal Data to provide notices and means to exercise rights.

### **Notice of Collection.**

In the past 12 months, we have collected the following categories of Personal Data enumerated in the CCPA:

- **Identifiers**, including name, email address, phone number account name, IP address, and an ID or number assigned to your account.
- **Customer records**, billing and shipping address, and credit or debit card information.
- **Commercial information**, including purchases and engagement with the Service.
- **Internet activity**, including your interactions with our Service.
- **Audio or visual data**, including pictures or videos you post on our Service.
- **Employment and education data**, including information you provide when you apply for a job with us.
- **Inferences**, including information about your interests, preferences and favorites.

**Right to Know and Delete.**

Consumers who are California residents (and not representatives of businesses, whether those businesses are our customers or others) have the right to delete the Personal Data we have collected from you and the right know certain information about our data practices in the preceding 12 months. In particular, you have the right to request the following from us:

- The categories of Personal Data we have collected about you;
- The categories of sources from which the Personal Data was collected;
- The categories of Personal Data about you we disclosed for a business purpose or sold;
- The categories of third parties to whom the Personal Data was disclosed for a business purpose or sold;
- The business or commercial purpose for collecting or selling the Personal Data; and
- The specific pieces of Personal Data we have collected about you.

To exercise any of these rights, please contact us. In the request, please specify which right you are seeking to exercise and the scope of the request. We will confirm receipt of your request within 10 days. We may require specific information from you to help us verify your identity and process your request. If we are unable to verify your identity, we may deny your requests to know or delete.

If Personal Data about you has been processed by us as a service provider on behalf of a customer and you wish to exercise any rights you have with such Personal Data, please inquire with our customer directly. If you wish to make your request directly to us, please provide the name of our customer on whose behalf we processed your Personal Data. We will refer your request to that customer, and will support them to the extent required by applicable law in responding to your request.

**Right to Opt-Out.**

To the extent OFF sells your Personal Data as the term “sell” is defined under the California Consumer Privacy Act, you have the right to opt-out of the sale of your Personal Data by us to third parties at any time. You may submit a request to opt-out by contacting us.

**Authorized Agent.**

You can designate an authorized agent to submit requests on your behalf. However, we will require written proof of the agent's permission to do so and verify your identity directly.

**Right to Non-Discrimination.**

You have the right not to receive non-discriminatory treatment by us for the exercise of any of your rights.

**Shine the Light.**

Pursuant to Section 1798.83 of the California Civil Code, residents of California can obtain certain information about the types of Personal Data that companies with whom they have an established business relationship have shared with third parties for direct marketing purposes during the preceding calendar year. In particular, the law provides that companies must inform consumers about the categories of Personal Data that have been shared with third parties, the names and addresses of those third parties, and examples of the types of services or products marketed by those third parties. To request a copy of the information disclosure provided by OFF Social pursuant to Section 1798.83 of the California Civil Code, please contact us.