

PRIVACY POLICY

Effective Date: December 16, 2020.

1. Introduction and Overview.

This Privacy Policy provides a comprehensive description of how Time By Ping, Inc. (“**Time by Ping**,” “**we**,” “**our**,” or “**us**”) collects, uses, and shares information about you as well as your rights and choices regarding such information. It applies to our website available at www.timebyping.com (“**Website**”), our emails, and any other location, online or offline, operated by us that makes this Privacy Policy available to you (collectively, the “**Service**”).

By using the Service, you consent to our collection, use and disclosure practices, and other activities as described in this Privacy Policy. If you do not consent, discontinue use of the Service.

As further described below, when you access or interact with the Time by Ping mobile application (“**Mobile App**”) or the Time by Ping desktop application (“**Desktop App**”) (collectively, the “**Apps**”), our processing of information through the Apps is governed by the terms of our agreements with the applicable business customer and not this Privacy Policy. In the event we are permitted to process information for our own purposes, we will process the information in accordance with the practices described in this Privacy Policy. For more information about the information we process on behalf of our business customers, please see the “Information on Behalf of Our Business Customers and Through the Apps” section below.

If you are a Nevada resident, California resident, or data subject in Europe, please see the additional disclosures at the end of this Privacy Policy. If you have any questions or wish to exercise your rights and choices, please contact us as set out in the “Contact Us” section.

2. Information Collection.

A. Information Collected Through the Service.

1) Information You Provide Through the Service.

We collect information about you when you interact with the Service, including information you provide when you access our Website, view our emails, interact with our chat function, participate in a promotion, contact customer support, or apply for a job. The categories of information we collect include:

- **Contact Data**, including your first and last name, email address, postal address, and phone number.
- **Company Data**, including your company name, size, postal address, and your job title.

- **Content**, including content within any messages you send to us (such as interacting with our chat function, requesting more information, or sending questions to customer support).
- **Job Applicant Data**, including your employment and education history, transcript, writing samples, and references as necessary to consider your job application for open positions.

You may choose to voluntarily provide other information to us that we do not request, and, in such instances, you are solely responsible for such information.

2) Information Collected Automatically Through the Service.

In addition, we automatically collect information when you use the Service. The categories of information we automatically collect includes:

- **Service Use Data**, including data about features you use, pages you visit, emails you view, products and services you view, the time of day you browse, and your referring and exiting pages.
- **Device Data**, including data about the type of device or browser you use, your device's operating software, your internet service provider, your device's regional and language settings, and device identifiers such as IP address and Ad Id.
- **Location Data**, including imprecise location data (such as location derived from an IP address or data that indicates a city or postal code level) with the applicable business customer.

We use various current—and later—developed tracking technologies to automatically collect information when you use the Service, including the following:

- **Log Files**, which are files that record events that occur in connection with your use of the Service.
- **Cookies**, which are small data files stored on your device that act as a unique tag to identify your browser. We use two types of cookies: session cookies and persistent cookies. Session cookies make it easier for you to navigate our website and expire when you close your browser. Persistent cookies help with personalizing your experience, remembering your preferences, and supporting security features. Persistent cookies may remain on your device for extended periods of time, and generally may be controlled through your browser settings.
- **Pixels** (also known as web beacons), which is code embedded in a website or email that sends information about your use to a server. There are various types of pixels, including image pixels (which are small graphic images) and JavaScript pixels (which contains JavaScript code). When you access a website or email that contains a pixel, the pixel may

permit us or a separate entity to drop or read cookies on your browser. Pixels are used in combination with cookies to track activity by a particular browser on a particular device. We may incorporate pixels from separate entities that allow us to track our conversions and provide you with additional functionality.

- **Device Fingerprinting**, which is the process of analyzing and combining sets of data elements from your device's browser, such as JavaScript objects and installed fonts, to create a "fingerprint" of your device and uniquely identify your browser and device.

For further information on how we use tracking technologies for analytics, and your rights and choices regarding them, see the "Analytics" and "Your Rights and Choices" sections below.

B. Information on Behalf of Our Business Customers and Through the Apps.

We provide products and services for our business customers and collect and process information about individuals (including through tracking technologies activated by our business customers) at the direction of our business customers ("**Customer Data**").

Our processing of Customer Data is governed by the terms of our service agreements with our business customers, and not this Privacy Policy. To the extent we combine Customer Data with information we have collected through the Service, we will treat the combined information in accordance with the practices described in this Privacy Policy, plus any additional restrictions imposed by our business customers. We are not responsible for how our business customers treat the information we collect on their behalf, and we recommend you review their own privacy policies.

For further information on your rights and choices regarding Customer Data, see the "Your Rights and Choices" section below.

C. Information from Other Sources.

We also collect information from other sources. The categories of sources from whom we collect information include:

- **Partners** that offer co-branded services, sell or distribute our products, help generate leads, or engage in joint marketing activities.
- **Publicly-available sources**, including data in the public domain.

We treat the information collected from other sources subject to any laws or contractual obligations applicable to us. In the event we are permitted to process the information for our own purposes, we will process the information in accordance with the practices described in this Privacy Policy.

3. Use of Information.

We collect and use information for business and commercial purposes in accordance with the practices described in this Privacy Policy.

A. Through the Service.

Our business purposes for collecting and using information through the Service include to:

- Operate and manage our Service.
- Perform services requested by you, such as respond to your comments, questions, and requests, and provide customer service.
- Send you technical notices, updates, security alerts, information regarding changes to our policies, and support and administrative messages.
- Prevent and address fraud, breach of policies or terms, and threats or harm.
- Monitor and analyse trends, usage, and activities.
- Conduct research, including focus groups and surveys.
- Improve the Service or other Time by Ping websites, apps, marketing efforts, products and services.
- Develop and send you direct marketing, including advertisements and communications about our and other entities' products, offers, promotions, rewards, events, and services.
- Conduct promotions, including verifying your eligibility and delivering prizes in connection with your entries.
- Fulfil any other business or commercial purposes at your direction or with your notice and/or consent.

B. Through the Apps.

Our business purposes for collecting and using information through the Apps include to provide the products and services described in the terms of our service agreement with the applicable business customer. In addition, we may use the information for the purposes set forth above to the extent permitted by the terms of our service agreements and applicable law.

Notwithstanding the above, we may use information that does not identify you or the applicable business customer (including information that has been aggregated or de-identified) for any purpose except as prohibited by applicable law or contractual obligations applicable to us. For information on your rights and choices regarding how we use information about you, please see the "Your Rights and Choices" section below.

4. **Sharing of Information.**

A. **Through the Service.**

We share information we collect through the Service in accordance with the practices described in this Privacy Policy. The categories of parties with whom we share information include:

- **Service Providers.** We share information with service providers that process information on our behalf. Service providers assist us with services such as data analytics, marketing, website hosting, and technical support. We contractually prohibit our service providers from retaining, using, or disclosing information about you for any purpose other than performing the services for us, although we may permit them to use information that does not identify you or the applicable business customer (including information that has been aggregated or de-identified) for any purpose except as prohibited by applicable law.
- **Vendors and Other Parties.** We share information with vendors and other parties for analytics related purposes. These parties may act as our service providers, or in certain contexts, independently decide how to process your information. For more information on analytics, see the “Analytics” section below.
- **Affiliates.** We share information with our affiliates and related entities, including where they act as our service providers or for their own internal purposes.
- **Partners.** We share information with our partners in connection with offering co-branded services, generating leads, selling or distributing our products, or engaging in joint marketing activities.
- **Promotions.** When you voluntarily enter a sweepstakes, contest, or other promotion, we share information as set out in the official rules that govern the promotion as well as for administrative purposes and as required by law (e.g., on a winners list). By entering a promotion, you agree to the official rules that govern that promotion, and may, except where prohibited by applicable law, allow the sponsor and/or other entities to use your name, voice and/or likeness in advertising or marketing materials.
- **Merger or Acquisition.** We share information in connection with, or during negotiations of, any proposed or actual merger, purchase, sale or any other type of acquisition or business combination of all or any portion of our assets, or transfer of all or a portion of our business to another business.
- **Security and Compelled Disclosure.** We share information to comply with the law or other legal process, and where required, in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. We also share information to protect the rights, property, life, health, security and safety of us, the Service or anyone else.

- **Facilitating Requests.** We share information at your request or direction, such as when you choose to share information with a social network about your activities on the Service.
- **Consent.** We share information with notice to you and your consent.

B. Through the Apps.

We share information collected through the Apps to provide the products and services described in the terms of our service agreement with the applicable business customer. For example, we share information with our business customers in order to facilitate your entries in the Apps, maintain and administer reports, respond to your questions and comments, comply with your requests, market to the business customer, and otherwise comply with applicable law. In addition, we may share the information for the purposes set forth above to the extent permitted by the terms of our service agreements and applicable law.

Notwithstanding the above, we may share information that does not identify you or the applicable business customer (including information that has been aggregated or de-identified) except as prohibited by applicable law. For information on your rights and choices regarding how we share information about you, please see the “Your Rights and Choices” section below.

5. Links and Integrations From Other Parties.

The Service and Apps link to and/or integrate with websites, platforms, and services operated or controlled by other parties.

Please note that when you interact with other entities, including when you leave our Service or Apps, those entities may independently collect information about you and solicit information from you. The information collected and stored by those entities remains subject to their own policies and practices, including what information they share with us, your rights and choices on their services and devices, and whether they store information in the U.S. or elsewhere. We encourage you to familiarize yourself with and consult their privacy policies and terms of use.

6. Analytics.

We may use analytics services, such as Google Analytics, to help us understand how users access and use the Service. As indicated above, analytics providers may act as our service providers, or in certain contexts, independently decide how to process your information. We encourage you to familiarize yourself with and consult their privacy policies and terms of use.

For further information on the types of tracking technologies we use on the Service and your rights and choices regarding analytics please see the “Information Collected Automatically” and “Your Rights and Choices” sections.

7. **Your Rights and Choices.**

A. Information Collected Through the Apps.

Your right and choices in the information collected through the Apps is governed by our agreements with the applicable business customer. Please contact the applicable business customer for more information on how to exercise your rights and choices with respect to that information.

B. Tracking Technology Choices.

- **Cookies and Pixels.** Most browsers accept cookies by default. You can instruct your browser, by changing its settings, to decline or delete cookies. If you use multiple browsers on your device, you will need to instruct each browser separately. Your ability to limit cookies is subject to your browser settings and limitations.
- **Do Not Track.** 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, we do not monitor or take action with respect to “Do Not Track” signals. For more information on “Do Not Track,” visit <http://www.allaboutdnt.com>.

Please be aware that if you disable or remove tracking technologies some parts of the Service and Apps may not function correctly.

C. Analytics.

Google provides tools to allow you to opt out of the use of certain information collected by Google Analytics at <https://tools.google.com/dlpage/gaoptout>.

Please note that if you opt out, the opt out will only apply to the specific browser or device from which you opt out. We are not responsible for the effectiveness of, or compliance with, any opt out options or programs, or the accuracy of any other entities’ statements regarding their opt out options or programs.

D. Communications.

You can opt-out of receiving promotional emails from us at any time by following the instructions as provided in emails to click on the unsubscribe link, or emailing us at the email address set out in the “Contact Us” section below with the word UNSUBSCRIBE in the subject field of the email. Please note that you cannot opt-out of non-promotional emails, such as those about your account, transactions, servicing, or Time by Ping’s ongoing business relations.

Please note that your opt out is limited to the email address used and will not affect subsequent subscriptions.

8. Children.

The Service is not directed at children. We do not knowingly collect personal information (as defined by the U.S. Children’s Privacy Protection Act, or “COPPA”) from children. If you are a parent or guardian and you believe we have collected information in violation of COPPA, contact us at privacy@timebyping.com. We do not knowingly “sell,” as that term is defined under the CCPA, the personal information of minors under 16 years old who are California residents.

9. Data Security.

We implement and maintain reasonable administrative, physical, and technical security safeguards to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. Nevertheless, transmission via the internet is not completely secure and we cannot guarantee the security of information about you.

10. International Transfer.

We are based in the U.S. and the information we collect is governed by U.S. law. If you are accessing the Service from outside of the U.S., please be aware that information collected through the Service may be transferred to, processed, stored, and used in the U.S. and other jurisdictions. Data protection laws in the U.S. and other jurisdictions may be different from those of your country of residence. Your use of the Service or provision of any information therefore constitutes your consent to the transfer to and from, processing, usage, sharing, and storage of information about you in the U.S. and other jurisdictions as set out in this Privacy Policy. For personal data transferred from Europe, we will provide appropriate safeguards, such as through use of standard contractual clauses.

11. Changes to this Privacy Policy.

We reserve the right to revise and reissue this Privacy Policy at any time. Any changes will be effective immediately upon posting of the revised Privacy Policy. Your continued use of our Service indicates your consent to the Privacy Policy then posted. If the changes are material, we may provide you additional notice to your email address.

12. Contact Us.

If you have any questions or comments about this Privacy Policy, our data practices, or our compliance with applicable law, please contact us:

By email: privacy@timebyping.com

By mail: 442 Post Street, Sixth Floor, San Francisco, California 94102

13. Additional Disclosures for Nevada Residents.

Nevada law (NRS 603A.340) requires each business to establish a designated request address where Nevada consumers may submit requests directing the business not to sell certain kinds of personal information that the business has collected or will collect about the consumer. A sale under Nevada law is the exchange of personal information for monetary consideration by the business to a third party for the third party to license or sell the personal information to other third parties. If you are a Nevada consumer and wish to submit a request relating to our compliance with Nevada law, please contact us as at privacy@timebyping.com.

14. Additional Disclosures for California Residents.

A. California Consumer Privacy Act.

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 information to provide notices and means to exercise rights.

Our Service and Apps are intended to provide information and services to job applicants and business customers. You understand and agree that information collected about you is solely within the context of (i) your role as an employee, authorized user, job applicant, owner, director, officer, or contractor or (ii) Time by Ping conducting due diligence regarding, or providing or receiving a product or service to or from, your employer.

We acknowledge that you may have rights under the CCPA in connection with the personal information we process on behalf of our business customers. If personal information about you has been processed by us as a service provider on behalf of a business customer and you wish to exercise any rights you have with such personal information, please inquire with our business customer directly. If you wish to make your request directly to us, please provide the name of our business customer on whose behalf we processed your personal information. We will refer your request to that business customer and will support them to the extent required by applicable law in responding to your request. Time by Ping does not sell personal information, as the terms “sell” and “personal information” are defined under the CCPA.

B. Shine the Light.

Users who are residents of California may request (i) a list of the categories of personal information disclosed by us to third parties during the immediately preceding calendar year for those third parties’ own direct marketing purposes; and (ii) a list of the categories of third parties to whom we disclosed such information. To exercise a request, please write us at the email or postal address set out in “Contact Us” above and specify that you are making a “California Shine the Light Request.” We may require additional information from you to allow us to verify your identity and are only required to respond to requests once during any calendar year.

15. Additional Disclosures for Data Subjects in Europe.

A. Roles.

Data protection laws in Europe distinguish between organizations that process personal data for their own purposes (known as “controllers”) and organizations that process personal data on behalf of other organizations (known as “processors”). Time by Ping acts as a controller with respect to personal data collected as you interact with our Service. For the Apps, Time by Ping generally acts a processor on behalf of a business customer, which is the controller, although we may act as a controller in certain instances. Any questions that you may have relating to the processing of personal data by Time by Ping on behalf of the business customer and your rights under data protection law should be directed to the relevant business customer.

B. Lawful Basis for Processing.

Data protection laws in Europe require a “lawful basis” for processing personal data. Our lawful bases include where: (a) you have given consent to the processing for one or more specific purposes, either to us or to our service providers, partners, or business customers; (b) processing is necessary for the performance of a contract with you; (c) processing is necessary for compliance with a legal obligation; or (d) processing is necessary for the purposes of the legitimate interests pursued by us or a third party, and your interests and fundamental rights and freedoms do not override those interests. Where applicable, we will transfer your personal data to third countries subject to appropriate safeguards, such as standard contractual clauses.

C. Your Data Subject Rights.

You have the right to access, rectify, or erase any personal data we have collected about you. You also have the right to data portability and the right to restrict or object to our processing of personal data we have collected about you. In addition, you have the right to ask us not to process your personal data (or provide it to third parties to process) for marketing purposes or purposes materially different than for which it was originally collected or subsequently authorized by you. You may withdraw your consent at any time for any data processing we do based on consent you have provided to us.

To exercise any of these rights, please contact us as set out in the “Contact Us” section above and specify which right you are seeking to exercise. We will respond to your request within 30 days. We may request specific information from you to help us confirm your identity and process your request. Applicable law may require or permit us to decline your request. If personal data about you has been processed by us as a processor on behalf of a business customer and you wish to exercise any rights you have with such personal data, please inquire with our business customer directly. If you wish to make your request directly to us, please provide the name of our business customer on whose behalf we processed your personal data. We will refer your request to that business customer and will support them to the extent required by applicable law in responding to your request.

Please note that we retain information as necessary to fulfil the purposes for which it was collected, and may continue to retain and use information even after a data subject request for purposes of our legitimate interests, including as necessary to comply with our legal obligations, resolve disputes, prevent fraud, and enforce our agreements.

If you have any issues with our compliance, you may contact us as set out in the “Contact Us” section above. You also have the right to lodge a complaint with the data protection regulator in your jurisdiction.