

POLLEN PRIVACY POLICY

This Privacy Policy (the “Policy”) explains how Pollen, LLC and/or its affiliates collect information pertaining to you and/or any corporate or juristic entity on whose behalf you are acting (collectively “You”) through our Services; how we maintain, use, and share that information; and how You can manage the way information about You is handled. Terms not otherwise defined in this Policy will have the meaning as set forth in the Terms and Conditions.

1. Information We Collect or Receive. In the course of operating the Services, we will collect and/or receive the following types of information. You authorize us to collect and/or receive such information.

- (a) Personal/Business Information. We only receive or collect information that identifies You if You choose to provide such personally identifiable information to us via email or other means. When You sign up to become a user or contact us, You will be required to provide us with Personal Information about Yourself and/or the business You represent and/or are acting on behalf of (collectively, the “Personal Information”). Such Personal Information may include the name, email address, physical address, and phone number of the person or entity signing up for or using the Services. We do not collect any Personal Information from You when You use the Service unless You provide us with the Personal Information voluntarily.
- (b) Third-party Log In. If You sign in through or on behalf of a corporate or juristic entity, You are authorizing us to collect, store, and use, in accordance with this Policy, any and all information that You agreed that the entity would provide to us through the entity’s Application Programming Interface (“API”) that is used to access the Service. Such information may include, without limitation, Your first and last name, the entity’s username, the entity’s profile picture, headline, unique identifier and access token, and email address.
- (c) Payment Information. If You choose to make a purchase or subscribe to a feature or service of ours that requires a fee, You will be required to provide us with Your Payment Information, including, without limitation, bank account numbers, credit card or debit card numbers, account details, ACH information, and similar data (collectively, “Payment Information”). Such Payment Information will be collected and processed by our third-party payment vendors under the terms and conditions of their privacy policies and Terms of Use. We do not obtain access to any Payment Information in connection with such purchases or subscriptions.
- (d) Geolocational Information. Certain features and functionalities of the Services are based on Your location. To provide these features and functionalities while You are using Your device, we may, with Your consent, automatically collect Geolocational Information from Your device, internet provider, wireless carrier and/or other third-party service providers (collectively, “Geolocational Information”). Collection of such Geolocational Information occurs only when the Service is running on Your device. You may decline to allow us to collect such Geolocational Information, in which case we will not be able to provide certain features or functionalities to You.

- (e) Third-Party Analytics. We and the third-party technology providers, ad exchanges, ad networks, advertisers, agencies, ad exchanges, and ad servers with which we work use third-party analytics services (e.g., Google Analytics) to evaluate Your use of the Service, compile reports on activity, collect demographic data, analyze performance metrics, and collect and evaluate other information relating to the Service and mobile and Internet usage. These third parties use cookies and other technologies to help analyze and provide us with the data. You consent to the processing of data about You, and/or Your use of the Service by these analytics providers in the manner and for the purposes set out in this Policy. Please be advised that if You opt out of any such service, You may not be able to use the full functionality of the Service.

2. Information We Process on Behalf of Customers When They Use the Subscription

Service. The Service allows our customers to create and share marketing, sales and customer service content. When customers use the Service, they may collect Personal Data such as first and last name, email address, physical address, phone number, or other information about the recipients of their marketing content. We call the information that our customers submit or collect via the Service ‘Customer Data’ under our Terms of Service. We do not control the content of our customers' webpages or the types of Personal Data that our customers may choose to collect or manage using the Service. We store our customers' information on our service providers' servers but process it as a processor under our customers' instructions and as is reasonably necessary to provide and improve the Service and as required by law. Our customers control and are responsible for correcting, deleting or updating the information they process using the Service and for complying with any regulations or laws that require providing notice, disclosure, and/or obtaining consent prior to transferring the Personal Data to Pollen for processing purposes.

3. Other Information. In addition to the Personal Information, Payment Information, and Geolocation Information, we may automatically collect or receive additional information regarding You, Your interactions with us and our advertising; and information regarding Your computer and mobile devices used to access the Service (collectively, the “Other Information”). Such Other Information may include:

- (i) From You. Additional information about Yourself that You voluntarily provide to us, such as Your gender and Your product and service preferences.
- (ii) From Your Activity. We may collect or receive information regarding:
 - (A) IP address, which may consist of a static or dynamic IP address and will sometimes point to a specific identifiable computer or mobile device;
 - (B) Browser type and language;
 - (C) Referring and exit pages and URLs;
 - (D) Date and time; and
 - (E) Details regarding Your activity on the Service, such as search queries and other performance and usage data.
- (iii) About Your Device. We may collect or receive information regarding:

- (A) Type of device;
 - (B) Advertising Identifier (“IDFA” or “AdID”);
 - (C) Operating system and version (e.g., iOS, Android, or Windows);
 - (D) Carrier / Internet Provider; and
 - (E) Network type (Wi-Fi, LAN, WAN, 3G, 4G, LTE).
- (iv) From Cookies. We may use both session cookies, which expire once You close the Service, and persistent cookies, which stay on Your device until You delete them, and other technologies to help us collect data and to enhance Your experience with the Service. Cookies are small text files the Service can use to recognize a repeat visitor to the Service. We may use cookies for various purposes, including to:
- (A) Type of device;
 - (B) Personalize Your experience;
 - (C) Analyze which portions of the Service are visited and used most frequently; and
 - (D) Measure and optimize advertising and promotional effectiveness.

If You do not want us to deploy cookies in the Service, You can opt out by setting Your device to reject cookies. You can still use the Service if You choose to disable cookies, although Your ability to use some of the features may be affected.

- 4. Information Collected by or Through Third-Party Advertising Companies.** We may share Other Information about Your activity on the Service with third parties for ad distribution and ad optimization (defined as the tailoring, targeting (i.e., behavioral, contextual, retargeting, analyzing, managing, reporting, and optimizing of ads)). These third parties may use cookies, pixel tags (also called web beacons or clear gifs), and/or other technologies to collect Other Information for such purposes. Pixel tags enable us and these third-party advertising companies to recognize a browser’s cookie when a browser visits the site on which the pixel tag is located in order to learn which advertisement brings a user to a given site. In addition, we may receive Other Information from advertisers and/or their service providers such as advertising identifiers, IP addresses, and post-conversion data.
- 5. How to Opt Out of Third-Party Interest-Based Advertising.** If You wish to opt out of third-party interest-based advertising, please visit <http://www.networkadvertising.org> and <http://www.aboutads.info/choices> for details on how to do so. Additionally, users of mobile devices can follow the below instructions:

Android Users

For Android devices with OS 2.2 and up and Google Play Services version 4.0 and up: Open Your Google Settings Service > Ads > Enable “Opt out of interest-based advertising.”

iOS Users

iOS 7 or Higher: Go to Your Settings > Select Privacy > Select Advertising > Enable the “Limit Ad Tracking” setting.

iOS 6: Go to Your Settings > Select General > Select About > Select Advertising > Enable the “Limit Ads Tracking” setting.

6. How Information is Used and Shared.

- (a) You authorize us to use the Personal Information, Payment Information, Geolocation Information, and the Other Information (collectively, the “Information”) to:
 - (i) Provide and improve our Service;
 - (ii) Provide and improve our other products and services;
 - (iii) Administer our promotional programs;
 - (iv) Solicit Your feedback; and
 - (v) Inform You about our products and services.
- (b) To provide the Service and administer our promotional programs, we may share the Information with our third-party promotional and marketing partners, including, without limitation, businesses participating in our various programs.
- (c) We engage third-party companies and individuals to perform functions on our behalf. Examples may include providing technical assistance, customer service, marketing assistance, and administration of promotional programs. These other companies will have access to the Information only as necessary to perform their functions and to the extent permitted by law.
- (d) In an ongoing effort to better understand our users, the Service, and our other products and services, we may analyze certain Information in anonymized and aggregate form to operate, maintain, manage, and improve the Service and/or such products and services. This aggregate information does not identify You personally. We may share and/or license this aggregate data to our affiliates, agents, business, and promotional partners, and other third parties. We may also disclose aggregated user statistics to describe the Service and these products and services to current and prospective business partners and investors and to other third parties for other lawful purposes. Information that is not otherwise subject to this Policy may still be protectable under the ‘Confidentiality’ Section of the Terms and Conditions.
- (e) We may share some or all of Your Information with any of our parent companies, subsidiaries, joint ventures, or other companies under common control with us.
- (f) As we develop our businesses, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, sale of assets, dissolution, or similar event, the Information may be part of the transferred assets.
- (g) To Secure and Protect users of our Service and/or other products or services.
- (h) To the extent permitted by law, we may also disclose the Information:
 - (i) When required by law, court order, or other government or law enforcement authority or regulatory agency; or

- (ii) Whenever we believe that disclosing such Information is necessary or advisable, for example, to protect the rights, property, or safety of us or others, including You.

7. Accessing and Modifying Information and Communication Preferences. If You have provided us any Personal Information, You may access, remove, review, and/or make changes to the same by contacting us as set forth below. In addition, You may manage Your receipt of marketing and non-transactional communications by clicking on the “unsubscribe” link located on the bottom of any of our marketing emails. We will use commercially reasonable efforts to process such requests in a timely manner. You should be aware, however, that it is not always possible to completely remove or modify information in our subscription databases. You cannot opt out of receiving transactional emails related to the Service (e.g., requests for support).

We may also deliver notifications to Your device (e.g., push notifications). You can disable these notifications by deleting the relevant service or by changing the settings on Your device.

8. How We Protect Your Information. We take commercially reasonable steps to protect the Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases or the databases of the third parties with which we may share such Information, nor can we guarantee that the Information You supply will not be intercepted while being transmitted over the Internet. In particular, email sent to us may not be secure, and You should therefore take special care in deciding what information You send to us via email.

9. Retention of Information. How long we keep information we collect about You depends on the type of information and how we collect and store it. After a reasonable period of time, we will either delete or anonymize Your information or, if this is not possible, then we will securely store your information and isolate it from any further use until deletion is possible.

If You have elected to receive marketing communications from us, we retain information about Your marketing preferences for a reasonable period of time from the date You last expressed interest in our content, products, or services, such as when you last opened an email from us or ceased using your Service account. We retain information derived from cookies and other tracking technologies for a reasonable period of time from the date such information was created.

10. Important Notices to Non-U.S. Residents. The Service and its servers are operated in the United States. If You are located outside of the United States, please be aware that Your Information, including Your Personal Information, may be transferred to, processed, maintained, and used on computers, servers, and systems located outside of Your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in Your jurisdiction. If You are located outside the United States and

choose to use the Service, You hereby irrevocably and unconditionally consent to such transfer, processing, and use in the United States and elsewhere.

11. Third Party Websites.

- (a) In Service use of Third Party Websites. The Service may contain links to third-party websites. We have no control over the privacy practices or the content of these websites. As such, we are not responsible for the content or the privacy policies of those third-party websites. You should check the applicable third-Party Privacy Policy and Terms of Use when visiting any other websites.
- (b) Third Party Integrations. You may connect third party applications, services and/or integrations to your Service account, which may ask for certain permissions to access data or send information to your Service account. It is your responsibility to review any third-party integrations you authorize. We may collect information about what types of integrations you use in association with the Service.

Any permission(s) granted by you, grants these third parties access to your data, which may include (but is not limited to) granting third party applications access to view, store, and modify your Service account data. We are not responsible for the practices of third-party integrations, so please carefully review the permissions you grant to third party applications.

- (c) Third Party Email Integration. If you integrate the use of third-party email system (e.g., Gmail, Outlook, etc.) or choose to integrate any other third party application with the Service, the Service will access to information associated with your account, including contacts, emails, calendar, distribution lists, subject lines, and URLs of tracked links from your email, if you use the email tracking functionality. In addition, the Service will be able to read, modify, create, and send emails from your connected email account. The Service will scan the content of your emails to identify which emails you have elected to track in order to provide you with the notifications feature. The Service will store replies, outgoing mail, email headers, subject line, distribution lists, aliases, time sent, and email bodies. Your email may contain sensitive information, such as names of your contacts, your private communications, or financial or medical information. You understand that the correspondences you track will be visible to other users on your team that are using the Service.
- (d) Third Party Calendar Integration. If you integrate a third party calendar application with Your use of the Service, the Service will have access to both your calendar application and any other calendar you access via the calendar app so as to allow you to associate events with contacts in Your Service account. The Service will have the ability to: create or change your calendars and update individual calendar events.
- (e) Third Party Drive Integration. As part of connecting Your third-party drive (e.g., Google Drive), the Service will be able to: see your files, upload and download your files, and store file contents and titles. The Service uses these permissions to allow you to create drafts of content in the drive and then upload directly for publishing.
- (f) Third Party Search Console. If You integrate a third party search console (e.g., Google Search Console) with the Service, the Service will be able to view, manage and store

properties which include the list of sites and domains you control and other data contained in the search console.

- (g) Third Party Video Integration. If you choose to integrate a third party video provider account (e.g., YouTube) with the Service, the Service will have access to information from your YouTube account. The Service will scan the content of the video provider account to identify content you have elected to track to provide you with features in the Services. The Service will store information from your video provider account and such content may be visible to other users within your Service account.

12. Children. The Service is not directed to children under the age of 13. We adhere to the Children's Online Privacy Protection Act (COPPA) and will not knowingly collect Personal Information from any child under the age of 13. We ask that minors (under the age of 13) not use the Service. If a child under the age of 13 has provided us with Personal Information, a parent or guardian of that child may contact us and request that such information be deleted from our records.

13. California Privacy Rights

- (a) Applicability. This Section applies only to California consumers. For purposes of this Section "Personal Information" has the meaning given in the California Consumer Privacy Act ("CCPA"). It describes how we collect, use, and share California consumers' Personal Information in our role as a business, and the rights applicable to such residents. The California Consumer Privacy Act ("CCPA") requires businesses to disclose whether they sell Personal Information. Pollen, LLC is a business, and does not sell Personal Information. We may share Personal Information with authorized service providers or business partners who have agreed to our contractual limitations as to their retention, use, and disclosure of such Personal Information.

If you are unable to access this Privacy Policy due to a disability or any physical or mental impairment, please contact us and we will arrange to supply you with the information you need in an alternative format that you can access.

- (b) How We Collect, Use, and Share your Personal Information. We have collected the following statutory categories of Personal Information in the past twelve (12) months:
 - (i) Identifiers, such as name, e-mail address, mailing address, and phone number. We collect this information directly from you or from third party sources.
 - (ii) Commercial information, such as subscription records. We collect this information directly from you.
 - (iii) Internet or network information, such as browsing and search history. We collect this information directly from your device.
 - (iv) Geolocation data, such as IP address. We collect this information from your device.
 - (v) Financial information, such as Payment Information or financial account numbers in the process of providing you with a subscription. We collect this information from you.

(vi) Inferences.

(vii) Other Personal Information, in instances when you interact with us online, by phone or mail in the context of receiving help through our help desks or other support channels; participation in customer surveys or contests; or in providing the Subscription Service.

The business and commercial purposes for which we collect this information and the third parties to whom we "disclose" this information for a business purpose are described in the 'How Information Is Used and Shared' Section above. The period of time for which we retain this information is described in the 'Retention of Information' Section above.

- (c) Your California Rights. You have certain rights regarding the Personal Information we collect or maintain about you. Please note these rights are not absolute, and there may be cases when we decline your request as permitted by law. The right of access means that you have the right to request that we disclose what Personal Information we have collected, used and disclosed about you in the past 12 months. The right of deletion means that you have the right to request that we delete Personal Information collected or maintained by us, subject to certain exceptions. The right of correction means that you have the right to request that we correct any inaccurate personal information that we maintain about you. The right to non-discrimination means that you will not receive any discriminatory treatment when you exercise one of your privacy rights. Pollen, LLC does not sell or share Personal Information to third parties (pursuant to California Civil Code §§ 1798.100–1798.199, also known as the California Consumer Privacy Act of 2018).
- (d) How to Exercise your California Rights. You can exercise your rights yourself or you can alternatively designate an authorized agent to exercise these rights on your behalf. Please note that to protect your Personal Information, we will verify your identity by a method appropriate to the type of request you are making. We may also request that your authorized agent have written permission from you to make requests on your behalf, and we may also need to verify your authorized agent's identity to protect your Personal Information.

Please use the contact details in the 'How to Contact Us' Section below if you would like to:

- (i) Access this policy in an alternative format;
- (ii) Exercise your rights;
- (iii) Learn more about your rights or our privacy practices; or
- (iv) Designate an authorized agent to make a request on your behalf.

14. Changes to This Privacy Policy. This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. We may change this Privacy Policy from time to time. Any such changes will be posted on the Service. By accessing the Service after we make any such changes to this Privacy Policy, You are deemed to have accepted such changes. Please be aware that, to the extent permitted by applicable law, our use of the Information is governed

by the Privacy Policy in effect at the time we collect the Information. Please refer back to this Privacy Policy on a regular basis.

15. How to Contact Us. If You have questions about this Privacy Policy, please email us at privacy@getpollen.net with “Privacy Policy” in the subject line or mail us at the following address: Pollen, 1801 Reynolds Avenue, Unit D-1, North Charleston, SC 29405.