

Privacy Policy

This Privacy Policy sets forth what information LLSS Enterprises, Inc. d/b/a LockSpread ("LockSpread," "us", "we", or "our") collects about you when you use the [<https://www.lockspread.com/>] website (the "Website") and the LockSpread mobile application (together, or individually, the "Service").

Any personal information you may provide through your use of the Services and/or access of the Website is subject to the terms of this Privacy Policy, as may be updated by LockSpread from time to time. Please read this Privacy Policy carefully before using the Website and/or accessing the Services. This Privacy Policy does not apply to any third-party websites, services, providers, or applications, even if such are available or accessible through our Services.

If you do not agree with this Privacy Policy, you should not use the Website. All capitalized terms not defined herein shall have the meanings provided in the Terms of Service, found at [lockspread.com/legal/Terms.pdf] (the "Terms").

1. INFORMATION WE COLLECT

1.1 We will only collect information that is relevant for the purposes of providing the Services, including, without limitation: (i) provide, test, promote, and improve the Services; (ii) gather usage statistics for the Services; (iii) administer your use of the Services and provide customized user experience; (iv) provide access to third party content or services; and (v) fight spam, fraud, and other abuse of the Services. Through your use of the Services, including, without limitation, the Website, LockSpread may collect the following information:

- **User Provided Information** – LockSpread may collect certain personally identifiable information in order for you to use the Website and/or Services, including, without limitation, (i) full name; (ii) mailing address; (iii) phone number; and/or (iv) email address. Additionally, when you send a communication via the Website, LockSpread may also collect that communication, and you agree LockSpread is free to use the content of any communications submitted by you for any purpose, including developing and/or providing the Services. We will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) you grant us permission to do so, in accordance with the Terms or otherwise; (b) we first send notice to you that the materials or other information you submit to a particular part of a Service will be published or otherwise used with your name on it; or (c) we are required to do so by law.
- **Log File Information** – LockSpread may automatically collect information about your use of the Services, including, without limitation, information about the Internet browser, IP address, operating system, mobile carrier, and/or device information automatically assigned to your computer or device used by you to access the Website and/or Services. Other information LockSpread may automatically collect includes, without limitation, information about the frequency and length of (i) Website usage, (ii) Website visits (i.e.

date and time), (iii) level of interaction with Services provided, and (iv) other actions taken through your use of the Services.

- **Cookies/other Technologies Information** – LockSpread may place cookies, pixel tags, local storage, and other technologies (“Technologies”) on your device used to access the Services in order to automatically collect information through the Services. Cookies allow us to record certain pieces of information whenever you visit or interact with our Services and Websites, and to recognize you across devices. Cookies and/or other Technologies shall only be used as operationally necessary, to assess performance, to enhance functionality, or to deliver content such as third party advertisements via the Services. If you would like to opt-out of the Cookies and/or other Technologies we employ with our Website, you may do so by blocking, deleting, or disabling them as your browser or device permits. Please be advise that deactivation of Cookies and/or other Technologies may prevent from you fully accessing the Website or Services.
 - **Cookies:** Cookies are small text files placed in your device to store user preferences. Cookies do not tell us your personal identification information unless you choose to provide such information by using the Website. Cookies assign a specific numerical identifier to your device and enable us to recognize you as the same user who has used the Website, and connect your use of the Website to other information about you. We may use both session cookies and persistent cookies to identify that you’ve logged in to the Services and to tell us how and when you interact with our Services. We may also use cookies to monitor aggregate usage and web traffic routing on our Services and to customize and improve our Services. You may elect to set your device so that you will not receive Cookies or to prompt you before accepting Cookies. You can also delete existing Cookies from your device history and turn off cookie acceptance altogether. However, some functions and features of the Website may not function properly if you have elected to disable cookies or similar tracking technologies. Some third-party services providers that we engage (including third-party advertisers and/or service providers) may also place their own cookies on your device. Note that this Privacy Policy covers only our use of Cookies and does not include use of Cookies by such third parties
 - **Pixels / Web Beacons:** Pixels / Web Beacons are tiny graphics with a unique identifier that may be included on our Services for several purposes, including to deliver or communicate with Cookies, to track and measure the performance of our Services, to monitor how many visitors view our Services, and to monitor the effectiveness of our advertising. Unlike Cookies, which are stored on the user’s hard drive, Web Beacons are typically embedded invisibly on web pages (or in an e-mail).
- **Social Media Information** – If you choose to log in, access or otherwise connect to the Services through a social networking service (such as Facebook, Twitter, Instagram, etc.),

we may collect your user ID and/or username associated with that social networking service, as well as any information you make public using that social networking service or which the social networking service allows us to access. We may also collect information you have authorized the social networking service to share with us on your behalf. This supplemental information allows us to verify information that you have provided through use of the Services and to enhance our ability to provide you with information about our business, products, and Services.

1.2 All personally identifiable information shall be as accurate, complete, and up-to-date as is necessary for the purposes for which it is used, including, without limitation, to minimize the possibility that inappropriate information may be used in order to provide you the Services. It shall be your sole responsibility to update any and all personally identifiable information provided for use of the Website and/or Services.

2. HOW WE USE THE INFORMATION

2.1 LockSpread uses the information received from you in connection with the Services and features provided via the Website, including, without limitation, in order to:

- Process and respond to customer service / user inquiries;
- Alert users to new services, content and/or features;
- Prevent fraudulent or other criminal activity;
- Meet legal and regulatory requirements;
- Provide access to certain functionalities and features of the Services;
- Enforce the Terms;
- Contact users for administrative purposes, including, without limitation, notifying you of changes to the Privacy Policy; and
- Monitor and track total number of users of the Website for statistical purposes.

2.2 We may also use personal information provided by you for reasons for which we have a legitimate interest, such as direct marketing, individual or market research, anti-fraud protection, anti-money laundering protection, applicable state and/or federal law or regulations requiring necessary compliance, or any other purpose disclosed to you at the time you provide personal information or with your consent.

2.3 LockSpread may also make anonymous and/or aggregate personal information for commercial, marketing, and/or business purposes, such as reporting and conducting research and development in order to enhance our existing Services and/or develop new products and Services. Anonymous or aggregated information does not identify you, and we may use or disclose such information in a number of ways, including research, internal analysis, analytics, and any other legally permissible purposes. We may share this information internally and/or with third parties for our or their purposes in an anonymous or aggregated form that is designed to prevent anyone from identifying you.

3. DISCLOSURE OF INFORMATION

3.1 LockSpread may share your information with: (i) its staff, data persons (or entities) in charge of maintaining and recording the information; (ii) an agent retained by LockSpread in connection with the collection of your account; (iii) a person who, in the reasonable judgment of LockSpread, is seeking the information as your agent; (iv) third parties pursuant to your consent and/or where required by law; and/or (v) third parties involved in providing Services, provided, only on a need-to-know basis in order to provide the Services. Any such third party shall be prohibited from sharing or using your personal information except as necessary to perform the Services or to comply with applicable legal and regulatory requirements.

3.2 LockSpread may also share information with its accountants, attorneys, and other professional advisors who owe a duty of confidentiality to LockSpread. In the event LockSpread is required to disclose information pursuant to a court order, subpoena, or law enforcement agency request, we will disclose the requested information to the extent permissible by applicable law. To the extent permissible under applicable law, disclosure of personal identification information may also be made when necessary to establish, exercise, and defend legal claims, or protect the rights and property of LockSpread, our agents, customers and others, including, without limitation, the enforcement of agreements, policies, terms and conditions of use (including, without limitation, the Terms), rules, or the personal safety of any person.

3.3 In the event that ownership of all or a part of LockSpread or its business were to change via merger, acquisition, divestiture, dissolution, or sale of all or substantially all of LockSpread's assets, your information pertinent to that business' operations may be assigned or transferred to, or licensed for use by, the new owner, without any prior notice to or consent from you.

3.4 If you choose to share information with social media services about your activities on the Website by, for example, connecting your social media account (i.e. Facebook account) to the Website, then we may share your personal information and information about your use of the Website with such social media websites. Use of social media service websites is governed by the privacy practices and policies of those websites, including, without limitation, your ability to opt out of certain settings. Please make sure to read the terms and privacy statements of such social media websites prior to connecting to the Website via your social media account.

4. SECURITY OF YOUR INFORMATION

4.1 We will require any third party to whom we provide your personal information to agree to comply with our Privacy Policy in force at that time or requirements substantially similar to such policy. We will make reasonable commercial efforts to ensure that they comply with such policy or requirements, however, where not expressly prohibited by law, we will have no liability to you if any third party fails to do so. We shall require any third party, including without limitation any government or enforcement entity, seeking access to data to obtain a court order, or equivalent proof that they are statutorily empowered to access your data and that their request is valid and within their power.

4.2 We take reasonable administrative, physical and electronic measures designed to protect the information that we collect from or about you (including your personal information) from theft, copying, unauthorized modification or destruction, unauthorized access, use or disclosure. Notwithstanding, LockSpread cannot assure or guarantee that any third party with which LockSpread shares information will comply with its obligations regarding such information. Furthermore, even though appropriate measures are used to prevent unauthorized disclosures of information, we cannot assure you that any personal identification information collected or received by us will never be disclosed in a manner that is inconsistent with this Privacy Policy, and do not accept liability for any unintentional disclosure.

4.3 By using the Website or providing personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Website and/or Services. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Website or sending you an email at the email provided to us.

5. THIRD PARTY WEBSITES

LockSpread, in its sole discretion, may include or offer third party links, products, advertisements, or services (collectively, "Third Party Websites") via the Website. Additionally, LockSpread may make its Services available through Third Party Websites. LockSpread is not responsible for the actions of Third Party Websites. This Privacy Policy does not cover any collection or use of information that Third Party Websites may collect from you, or the practices used by third parties to collect such information, and Third Party Websites should have separate and independent privacy policies and terms of use for the purpose of collecting personal information about you. You should consult such Third Party Websites' privacy policy, and LockSpread has and assumes absolutely no responsibility or liability whatsoever for the activities of Third Party Websites. If you decide to use, click on, access, or provide any personal information to Third Party Websites, you acknowledge that you are doing so at your own risk.

6. THIRD PARTY PAYMENT PROCESSING

6.1 When you pay fees through the Website, we may process your payments through a Third Party Website, including, without limitation, third-party payment processors. The Third Party Website may collect certain financial information from you in order to process a payment, including your name, email address, address and other billing information. In order to delete your payment or billing information, you may need to do so with the Third Party Website, as LockSpread only has minimal secure access to those records as needed to provide the Services.

7. RETAINING YOUR PERSONAL INFORMATION

7.1 LockSpread will retain your personal information received as described in this Privacy Policy while you are an active user of the Website and Services, and thereafter so long as needed

for purposes that are not prohibited by applicable law. Before we use any of your personal information for any new purpose not originally authorized by you or set forth in this Privacy Policy, we will use best efforts to provide details regarding the new purpose and give you the opportunity to opt-out. Furthermore, where consent is required to process any personal information pursuant to applicable law or contract, we will use best efforts to comply with such law or contract.

7.2 Upon termination of your use of the Services, we reserve the right to maintain your personal information as part of our standard back-up procedures in an aggregated format. When personal information is no longer required, we will utilize procedures to destroy, delete, erase or convert it to an anonymous form.

8. ABILITY TO OPT-OUT

8.1 You have the right to opt out of certain uses and disclosures of your personal information. Where you have consented to LockSpread's processing of your personal information, you may withdraw that consent at any time and opt-out to further processing by contacting us at [support@lockspread.com]. If you opt-out, we may still collect and use non-personal Information regarding your use of our Services for non-interest based advertising purposes, such as to determine the effectiveness of the advertisements.

8.2 You may "opt-out" by following the unsubscribe instructions provided through the Website. We do need to send you certain communications regarding the Services and you will not be able to opt-out of those communications – e.g., communications regarding updates to our Terms or this Privacy Policy.

8.3 We may occasionally send you push notifications through your device with updates and other notices that may be of interest to you. You may opt-out from receiving these types of communications by changing the settings on your device.

9. MODIFYING, ACCESSING, CORRECTING, OR DESTROYING PERSONAL INFORMATION

9.1 You can modify personal information through your personal settings or by contacting us at [support@lockspread.com]. You may inquire as to whether LockSpread is processing your personal information, request access to your personal information, and ask that we correct, amend or delete your Personal Information where inaccurate. If you want us to delete your personal information, please contact us at [support@lockspread.com] with your request and/or follow the necessary procedures provided through the Website. We'll take steps to delete your information as soon we can, but some information may remain in archived/backup copies for our records or as otherwise required by law.

9.2 LockSpread will use best efforts to provide you with access to your personal information. However, there may be circumstances in which we are unable to provide access, including but not limited to: (i) where the information contains legal privilege, (ii) would compromise others'

privacy or legitimate rights, (iii) where the burden or expense of providing access would be disproportionate to the risks to your privacy, or (iv) where it is commercially proprietary. If we determine that access should be restricted in any particular instance, we will provide you with an explanation of why that determination has been made and a contact point for any further inquiries. To protect your privacy, we will take commercially reasonable steps to verify your identity before granting access to or making any changes to your personal information.

10. INTERNATIONAL TRANSFER OF INFORMATION

10.1 The Website and Services may be hosted outside the United States. Your personal information may be transferred to, and maintained on, computers 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 provide personal information to us, we may transfer your personal information to host site for the Website and/or Services and process it there. By using the Services, you authorize us to transfer, store, and use your information in any country where we operate. By choosing to visit the Website, utilize the Services or otherwise provide information to us, you agree that any dispute over privacy or the terms contained in this Privacy Policy will be governed in accordance with the “Governing Law and Regulations” provided below, and the adjudication of any disputes arising in connection with your use the Services or the Website will be in accordance with terms provided herein and/or set forth in the Terms.

11. CHILDREN AND OUR SERVICES

11.1 Our Services are not directed to children, and we do not knowingly collect personal information from individuals under the age of 18 and/or the legal age of majority under applicable law in the jurisdiction in which you reside (“Prohibited Individuals”). If we learn that we have collected personal information from a Prohibited Individual, or are otherwise ineligible for participation in our Services as set forth in our Terms, we will take steps to delete such information from our files as soon as possible.

12. CALIFORNIA PRIVACY RIGHTS

12.1 Under California’s “Shine the Light” law, California residents have the right to opt out of disclosing personal information to third parties for the purpose of allowing such third parties to directly market their products and services. If you wish to opt out, you may do so in accordance with the terms set forth in this Privacy Policy. Under California law (and as a result of your ability to opt out as set forth in this Privacy Policy), we are not required to maintain or disclose a list of third parties that received your personal information for marketing purposes.

Under the California Consumer Privacy Act (“CCPA”), California consumers have the following rights, which can be exercised directly or in certain cases, through an authorized agent:

- Right to Know. California customers have the right to request information about the

categories and sources of personal information we collect, our purposes for collecting the information, and the types of third parties that receive that information. Details about our data collection, use and third-party disclosures can be found in this Policy. In addition, they have the right to request a copy of their Personal Data. They may exercise this right once per 12-month period by submitting a request to us at [\[support@lockspread.com\]](mailto:support@lockspread.com).

- Right to Delete. California customers have the right to request that we delete some or all of the personal information that we have about them, subject to certain exceptions (i.e. information used to provide Services, complete transactions, honor opt-outs, prevent fraud, spam, and other abuse, comply with our legal obligations, cooperate with law enforcement, and to exercise and defend our rights). They may exercise their right to delete by contacting us at [\[support@lockspread.com\]](mailto:support@lockspread.com).
- Right to Opt-Out of Sale of personal information. California customers have the right to opt out of the sale of their personal information, and to request information about whether we have sold their personal information in the past 12 months. We do not sell personal information. Should such change, we will notify users and provide an ability to opt out as required.
- Non-Discrimination. We won't discriminate against anyone because they exercise any rights herein.

To exercise your rights to know and delete, we must be able to verify your identity as the owner of the account and/or personal information you are inquiring about. We will not be able to fulfill your request until we can do so. In general, we verify identity by confirming that you are the owner of the email address associated with the account. An authorized agent submitting a request on your behalf must also have access to the email address associated with the account, along with sufficient evidence that you have authorized that person to submit the request on your behalf.

13. CHANGES TO PRIVACY POLICY

13.1 By using the Services, you signify your agreement to this Privacy Policy. LockSpread reserves the right to change this Privacy Policy at any time. If we make any material changes to this Policy, the revised Policy will be posted here, so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it. Please check this page frequently to see any updates or changes to this Policy. The Privacy Policy in effect at the time such information is collected covers all information collected via our Services. Your continued use of the Website constitutes your agreement to this Privacy Policy and any future revisions, updates, or modifications. If at any point you do not agree to any portion of the Privacy Policy then in effect, you must immediately stop using the Services, including, without limitation, the Website.

14. GOVERNING LAW AND REGULATIONS

14.1 This Privacy Policy shall be construed and enforced in accordance with the laws of the State of New Jersey without regard to any conflict of law provisions. Notwithstanding the foregoing, this Privacy Policy, and the collection of information hereunder, shall comply with all relevant data protection provisions, including, without limitation, the Data Protection Act and General Data Protection Regulation

15. GENERAL PROVISIONS

15.1 This Privacy Policy sets forth the entire understanding between you and LockSpread regarding your use of the Website and Services. In the event that any one or more of the terms and conditions contained in this Privacy Policy is held to be invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired thereby. LockSpread's failure to insist upon strict adherence to any term contained in this Privacy Policy shall not constitute a waiver of such term and shall not be considered a waiver or limit of any right thereafter to insist upon strict adherence to that term or any other term contained in this Privacy Policy. The Parties shall make a good faith effort to resolve any actual or threatened breach of this Privacy Policy, or any other dispute arising under or in connection with this Privacy Policy, by binding arbitration under the administration and rules of the American Arbitration Association. The arbitration shall be held in in the county in which you reside, or another mutually agreeable location. The prevailing party in any action or proceeding shall be entitled to reasonable costs and attorneys' fees.

15.2 Notwithstanding the foregoing arbitration provisions, in no event shall LockSpread be precluded or delayed from seeking and obtaining temporary, preliminary and/or permanent injunctive relief, without the posting of any bond or proving of actual damages, against infringement (or threatened infringement) or other violation (or threatened violation) of its claimed intellectual property rights, or other relief that it deems reasonably necessary to defend or enforce its rights or this Privacy Policy, in any court(s) of competent jurisdiction, and through your use of the Website, you hereby consent to, and hereby waive any objection regarding, such jurisdiction and venue. This is without prejudice to your right to launch a claim with the data protection supervisory authority in the country in which you live or work where you think we have infringed data protection laws.

15.3 LockSpread may assign, transfer, subcontract or otherwise deal with all of its rights, including those set forth herein without notifying you or obtaining your consent. You may not assign or transfer your rights and/or obligations under this Privacy Policy.

16. CONTACT US

16.1 LockSpread shall investigate all complaints concerning compliance with the Privacy Policy. Upon justification of a complaint (as determined in LockSpread's sole discretion), LockSpread

shall take appropriate measures to resolve the complaint including, if necessary, amending its policies and procedures. LockSpread shall use reasonable efforts to inform you of the outcome of the investigation regarding your complaint. LockSpread reserves the right to seek external advice where appropriate before providing a final response to a complaint. If you have any complaints, questions or concerns regarding this Privacy Policy or the terms contained herein, please contact LockSpread at [support@lockspread.com].