

## PRIVACY POLICY

BikerBuddy, LLC (“**BikerBuddy**”), respects the privacy of others. This PRIVACY POLICY (this “**Privacy Policy**”) is intended to explain BikerBuddy’s privacy practices with respect to the BikerBuddy.co website (together with its pages and features, the “**Site**”) and the mobile software application commonly known as the “BikerBuddy” app (together with its pages and features, the “**App**”). This Privacy Policy is also intended to provide you and any person helping you visit, access, register with or use the Site and/or the App (collectively, “**you**” or “**your**”) with an overview of the following:

- the type of information about you BikerBuddy collects through the Site and the App;
- how BikerBuddy collects such information;
- how BikerBuddy uses such information;
- who will have access to such information; and
- BikerBuddy’s security measures for protecting such information.

THIS PRIVACY POLICY APPLIES TO INFORMATION COLLECTED THROUGH THE SITE AND/OR THE APP. CAREFULLY READ THIS PRIVACY POLICY IN ITS ENTIRETY.

WHEN YOU CREATE, REGISTER OR LOG INTO AN ACCOUNT THROUGH THE SITE OR THE APP, YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST-RECENT VERSION OF THIS PRIVACY POLICY, AS WELL AS THE SITE’S AND THE APP’S [TERMS OF SERVICE](#).

SIMILARLY, BY VISITING, ACCESSING, REGISTERING WITH OR USING THE SITE OR THE APP, YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST-RECENT VERSION OF THIS PRIVACY POLICY, AS WELL AS THE SITE’S AND THE APP’S [TERMS OF SERVICE](#), AND YOUR CONTINUING VISIT, ACCESS, REGISTRATION WITH OR USE OF THE SITE OR THE APP REAFFIRMS YOUR ACCEPTANCE AND AGREEMENT IN EACH INSTANCE.

As used herein, the term “**personal information**” means information that would allow someone to specifically identify you or contact you physically or online (e.g., your name, physical address, telephone number, email address, social security number); and the term “**non-personal information**” means any information other than personal information that BikerBuddy may collect from you.

As used herein, the term “**Rider(s)**” and “**Host(s)**”, respectively, has the respective meaning ascribed to it in the most-recent version of the Site’s and the App’s [TERMS OF SERVICE](#).

### **1. A SPECIAL NOTE ABOUT MINORS.**

The Site is a general audience website intended for use by adults. Neither the Site nor the App is designed or intended to attract, and is not directed to, children under eighteen (18) years of age, let alone children under thirteen (13) years of age. BikerBuddy does not collect personal information through the Site or the App from any person it actually knows to be under thirteen

(13) years of age. If BikerBuddy obtains actual knowledge that it has collected personal information through the Site or the App from a person under thirteen (13) years of age, then it will use reasonable efforts to refrain from further using such personal information or maintaining it in retrievable form.

Furthermore, if you are under eighteen (18) years of age, then you (or your parent or legal guardian) may at any time request that BikerBuddy remove content or information about you that is posted on the Site or the App. Please submit any such request (“***Request for Removal of Minor Information***”) to help@bikerbuddy.co, with a subject line of “Removal of Minor Information.”

For each Request for Removal of Minor Information, please state “Removal of Minor Information” in the email or letter subject line, and clearly state the following in the body:

- a. the nature of your request;
- b. the identity of the content or information to be removed;
- c. whether such content or information is found on the Site or the App;
- d. the location on content or information on the Site or the App (e.g., providing the URL for the specific web page the content or information is found on);
- e. that the request is related to the “Removal of Minor Information;”
- f. your name, street address, city, state, zip code and email address; and
- g. whether you prefer to receive a response to your request by mail or email.

BikerBuddy is not responsible for failing to comply with any Request for Removal of Minor Information that is incomplete, incorrectly labeled or incorrectly sent.

PLEASE NOTE THAT THE AFOREMENTIONED REMOVAL DOES NOT ENSURE COMPLETE OR COMPREHENSIVE REMOVAL OF SUCH CONTENT OR INFORMATION POSTED ON THE SITE OR THE APP.

Also, please note that BikerBuddy is not required to erase or otherwise eliminate, or to enable erasure or elimination of, such content or information in certain circumstances, such as, for example, when an international, federal, state, or local law, rule or regulation requires BikerBuddy to maintain the content or information; when the content or information is stored on or posted to the Site by a third party other than you (including any content or information posted by you that was stored, republished or reposted by the third party); when BikerBuddy anonymizes the content or information, so that you cannot be individually identified; when you do not follow the aforementioned instructions for requesting the removal of the content or information; and when you have received compensation or other consideration for providing the content or information.

The foregoing is a description of BikerBuddy’s voluntary practices concerning the collection of personal information through the Site from certain minors, and is not intended to be an admission

that BikerBuddy is subject to the Children's Online Privacy Protection Act, the Federal Trade Commission's Children's Online Privacy Protection Rule(s), or any similar international, federal, state, or local laws, rules, or regulations.

## **2. CATEGORIES OF INFORMATION COLLECTED.**

BikerBuddy may collect personal and non-personal information about you through the Site or the App. The categories of personal and non-personal information collected from you through the Site or the App might include:

- Your name and unique identifiers;
- Your login information for the Site or the App (e.g., username, password, security questions and answers);
- Your home contact information (e.g., mailing address, email address, telephone number, facsimile number);
- Your business contact information (e.g., company, title, mailing address, email address, telephone number, facsimile number, tax ID number);
- Your billing, payment or shipping information (e.g., payor or payee name, checking account number, credit card number, account number, expiration date, CVV or other verification code, bank name, bank location, accountholder name, cardholder name, billing address, mailing address, tax ID number, billing history);
- Transactional information (e.g., offers, orders, pricing, payments, purchaser, seller, item information, shipping terms, comments, ratings, feedback and instant messages and/or other communications made within or through the Site or the App);
- Information set forth in or posted to your online account registration, online account, user profile or user directory forms for the Site or App (name, contact information, billing information, likes and dislikes, preferences);
- For Riders, your vehicle information (e.g., make, model, license plate number, condition);
- For Riders, your travel plans and preferences (e.g., locations, destinations, travel dates, names of Riders, number of Riders, methods of transportation, lodging preferences);
- For Riders, your lodging rental information (e.g., party names, party number, contact information, dates, times, reservation and other transactional information, preferences);

- For Hosts, your lodging offer information (e.g., name, location, contact information, dates, times, availability, reservation and other transactional information, preferences, amenities, service and equipment capabilities, rates, offerings, vacancies, restrictions, policies);
- For Hosts, your background information (e.g., background check results);
- Statements or content (e.g., comments, videos, photographs, images), and information about such statements or content, which you submit or publish on or through the Site or the App, or which are accessed via your public or linked social media pages (e.g., Facebook, Twitter);
- Your ratings and comments about Riders or Hosts;
- Your electronic signature;
- Your gender;
- Your date of birth;
- Your geolocation;
- The name(s) associated with your mobile device;
- The telephone number(s) associated with your mobile device;
- Your computer, mobile device or browser information (e.g., IP address, mobile device ID information, operating system, connection speed, bandwidth, browser type, referring/exit web pages, web page requests, cookie information, hardware attributes, software attributes);
- Third-party website, network, platform, server or application information (e.g., Facebook, Twitter);
- Usage activity concerning your interactions with the Site, the App or third-party websites, networks, platforms, servers or applications accessed through the Site and/or the App (e.g., number of clicks on a page or feature, amount of time spent on a page or feature, identity of third-party websites, networks, platforms, servers and applications being access through the Site or the App);
- Usage activity concerning products and services provided to or accessed by you on or through the Site or the App (e.g., viewing habits, viewing preferences, viewing history, title selections, favorites, streams, downloads, demographics and closed captioning selections);
- Information about third parties that you refer to BikerBuddy (e.g., name, contact information, relationship); and/or

- Any of the foregoing which might relate to any of your guests, persons traveling with you or persons hosting with you.

### **3. HOW INFORMATION IS COLLECTED.**

BikerBuddy might collect personal and non-personal information from you when you visit, access or use the Site and/or the App; when you register with or subscribe to the Site and/or the App; when you register for or subscribe to the products and/or services of BikerBuddy online through the Site and/or the App; when you “sign in,” “log in,” or the like to the Site and/or the App; when you allow the Site and/or the App to access, upload, download, import or export content found on or through, or to otherwise interact with, your computer or mobile device (or any other device you may use to visit, access or use the Site and/or the App) or online accounts with third-party websites, networks, platforms, servers or applications (e.g., your online social media accounts, your cloud drives and servers, your mobile device service provider); or whenever BikerBuddy asks you for such information, such as, for example, when you process a payment through the Site and/or the App, or when you answer an online survey or questionnaire.

In addition, if you or a third party sends BikerBuddy a comment, message or other communication (such as, by way of example only, email, letter, fax, phone call, or voice message) about you or your activities on or through the Site and/or the App, then BikerBuddy may collect any personal or non-personal information provided therein or therewith.

Finally, BikerBuddy might use various tracking, data aggregation and/or data analysis technologies, including, for example, the following:

- Cookies, which are small data files (e.g., text files) stored on the browser or device you use to view a website or message. They may help store user preferences and activity, and may allow a website to recognize a particular browser or device. There are several types of cookies, including, for example, browser cookies, session cookies, and persistent cookies. Cookies may record information you access on one page of a website to simplify subsequent interaction with that website, or to help streamline your transactions on related pages of that website. Most major browsers are set up so that they will initially accept cookies, but you might be able to adjust your browser’s or device’s preferences to issue you an alert when a cookie is downloaded, or to block, reject, disable, delete or manage the use of some or all cookies on your browser or device.
- Flash cookies, which are cookies written using Adobe Flash, and which may be permanently stored on your device. Like regular cookies, Flash cookies may help store user preferences and activity, and may allow a website to recognize a particular browser or device. Flash cookies are not managed by the same browser settings that are used for regular cookies.
- Web beacons, which are pieces of code embedded in a website or email to monitor your activity on the website or your opening of the email, and which can pass along information such as the IP address of the computer or device you use to view the website or open the email, the URL page on which the web beacon is located, the

type of browser that was used to access the website, and previously set cookie values. Web beacons are sometimes used to collect advertising data, such as counting page views, promotion views or advertising responses. Disabling your computer's, device's or browser's cookies may prevent some web beacons from tracking or recording certain information about your activities.

- Scripts, which are pieces of code embedded in a website to define how the website behaves in response to certain key or click requests sent by the user. Scripts are sometimes used to collect information about the user's interactions with the website, such as the links the user clicks on. Scripts are often times temporarily downloaded to the user's computer or device from the website server, active only while the user is connected to the Site or the App, and deactivated or deleted when the user disconnects from the Site or the App.
- Analytic tools and services, which are sometimes offered by third parties, and which track, measure and/or generate information about a website's or program's traffic, sales, audience and similar information, and which may be used for various reasons, such as, for example, statistical research, marketing research, and content ratings research, and conversion tracking. Examples of analytic tools and services which BikerBuddy might use include Firebase, and Mixpanel. BikerBuddy might also use other third-party analytic tools and services. Additional information about these third-party analytic tools and services, their privacy policies and their information security measures should be available on their respective websites or by contacting such third parties directly; reference is made to them for informational purposes only; and they are in no way incorporated into or made a part of this Privacy Policy.

Please be advised that if you choose to block, reject, disable, delete or change the management settings for any or all of the aforementioned technologies and/or other tracking, data aggregation and data analysis technologies, then certain areas of the Site and/or the App might not function properly.

By visiting, accessing, registering with or using the Site and/or the App, you acknowledge and agree in each instance that you are giving BikerBuddy permission to monitor or otherwise track your activities on the Site and/or the App, and that BikerBuddy may use the aforementioned technologies and/or other tracking, data aggregation and data analysis technologies.

#### **4. USE OF INFORMATION COLLECTED.**

BikerBuddy may use the personal and/or non-personal information it collects from you through the Site and/or the App in a variety of ways, such as, for example, to:

- Fulfill your requests;
- Process your payments;
- Facilitate your movement through the Site or the App;

- Facilitate your use of the Site, the App and their respective products and services;
- Operate the Site, the App and their respective products and services;
- Provide you with customer services in relation to the Site, the App and their respective products and services;
- Send you communications like, for example, administrative emails, answers to your questions and updates about the Site or the App;
- Allow Riders to communicate with Hosts and vice-versa like, for example, phone calls, emails or texts regarding your reservations or lodging questions;
- Provide you with information about BikerBuddy, its affiliated companies and/or their respective businesses, products and services by letter, email, text, telephone or other forms of communication;
- Provide Riders with information about Hosts and their respective product and service offerings and performances;
- Provide Hosts with information about Riders and their respective product and service reservations and purchases;
- Provide you with information about third-party businesses, products and/or services (including, without limitation, those offered by Hosts) by letter, email, text, telephone or other forms of communication;
- Improve the Site, the App and/or their respective content, features and services;
- Improve the products, services, marketing and/or promotional efforts of BikerBuddy and its affiliated companies;
- Create new products, services, marketing and/or promotions for BikerBuddy and its affiliated companies;
- Market the businesses, products and services of BikerBuddy and its affiliated companies;
- Help personalize user experiences with the Site, the App and their respective products and/or services;
- Analyze traffic to and through the Site and the App;
- Analyze user behavior and activity on or through the Site and the App;
- Conduct research and measurement activities for purposes of product and service research and development, advertising claim substantiation, market research, and

other activities related to BikerBuddy, its affiliated companies, the Site, the App and their respective products and/or services;

- Monitor the activities of you and others on or through the Site and the App;
- Protect or enforce, or aid in the protection or enforcement of, the respective rights and properties of BikerBuddy and BikerBuddy's affiliated companies;
- Protect or enforce, or aid in the protection or enforcement of, the rights and properties of others (which may include you, a Rider, or a Host).
- When required by applicable law, court order or other governmental authority (including, without limitation and by way of example only, in response to a subpoena or other legal process); and/or
- When BikerBuddy believes in good faith that such use is otherwise necessary or advisable (including, without limitation and by way of example only, to investigate, prevent, or take legal action against someone who may be causing injury to, interfering with, or threatening the rights, obligations or properties of BikerBuddy, a user of the Site [which may include you, a Rider, or a Host], a user of the App [which may include you, a Rider, or a Host], or anyone else who may be harmed by such activities or to further BikerBuddy's legitimate business interests).

## **5. SHARING OF INFORMATION COLLECTED.**

BikerBuddy reserves the right to share your personal information with BikerBuddy's employees, agents, administrators, accountants, financial advisors and legal advisors; with BikerBuddy's affiliated companies; with those persons or entities who help manage, administer, monitor, distribute, operate or facilitate the Site, the App, the Services or their respective products, services or features (e.g., Riders, Hosts, web hosting companies, website administrators, mobile app distribution platforms, support services companies, data analysis companies, and credit card or other payment processing companies), as needed in order for them to perform or provide such features, functions or services.

BikerBuddy does not limit the ways in which it may use or share non-personal information because non-personal information does not identify you. For example, BikerBuddy may freely share non-personal information with its affiliated companies, its suppliers and its representatives, as well as with other individuals, businesses, and government entities.

You may choose to share certain information and/or follow other users on the Site and/or the App. You may choose to share your contact information with other users or provide it publicly.

## **6. DATA RETENTION.**

BikerBuddy may retain your personal information and non-personal information for as long as it believes necessary. BikerBuddy may dispose of or delete any such personal information or non-personal information at any time, except as set forth in any other agreement or document executed by both you and BikerBuddy concerning the same or as required by law.



## **7. TRANSACTIONS.**

In connection with any transaction that you conduct through the Site the App, you may be asked to supply certain information relevant to the transaction, including, without limitation, your credit card or debit card number and expiration date, your billing address, your shipping address, your phone number and/or your email address. By submitting such information, you grant BikerBuddy without charge the irrevocable, unencumbered, universe-wide and perpetual right to provide such information to third parties (e.g., payment processing companies) for the purpose of facilitating the transaction.

All credit card, debit card and other monetary transactions on or through the Site and/or the App occur through an online payment processing application. This online payment processing application is provided by a third-party vendor. BikerBuddy's relationship with that vendor, if any, is merely contractual in nature, and that vendor is in no way subject to BikerBuddy's direction or control; thus, their relationship is not, and should not be construed as, one of fiduciaries, franchisors-franchisees, agents-principals, employers-employees, partners, joint venturers or the like.

## **8. THIRD PARTY APPLICATIONS AND NETWORKS.**

The Site, the App and/or any communications sent through or as a function of the Site and/or the App may contain links to third-party websites, networks, platforms, servers and/or applications. Third-party websites, networks, platforms, servers and/or applications may also contain links to the Site and/or the App. TO THE FULLEST EXTENT PERMITTED BY LAW, BIKERBUDDY IS NOT RESPONSIBLE FOR, AND YOU HEREBY RELEASE BIKERBUDDY FROM ANY AND ALL LIABILITY WHICH MAY ARISE FROM, SUCH THIRD PARTY WEBSITES, NETWORKS, PLATFORMS, SERVERS AND APPLICATIONS (INCLUDING, WITHOUT LIMITATION, THE PRIVACY POLICIES AND PRACTICES OF SUCH THIRD-PARTY WEBSITES, NETWORKS, PLATFORMS, SERVERS, AND APPLICATIONS).

You may have the opportunity to access the Site and/or the App using your online user accounts with certain third-party websites, networks, platforms, servers or applications, which may be subject to separate privacy policies pertaining to those third-party websites, networks, platforms, servers or applications. BikerBuddy may also collect information from those third-party websites, networks, platforms, servers or applications (such as, for example, your name, gender, date of birth and personal interests, when you "like" or click links provided by or through those third-party websites, networks, platforms, servers, or applications and other information available through your online account or page with those third-party websites, networks, platforms, servers or applications). IT IS YOUR RESPONSIBILITY TO CAREFULLY READ, ACCEPT AND COMPLY WITH THE RELEVANT TERMS OF USE, WAIVERS, AND PRIVACY POLICIES ASSOCIATED WITH THOSE THIRD-PARTY WEBSITES, NETWORKS, PLATFORMS, SERVERS AND APPLICATIONS.

## **9. SECURITY.**

BikerBuddy implements security measures to help protect the personal information it collects through the Site and the App. For example, BikerBuddy encrypts the transmission of information through the Site by using secure socket layer (SSL) technology.

REGARDLESS OF THE FOREGOING, PLEASE OBSERVE THAT “PERFECT” OR “100%” SECURITY DOES NOT EXIST ON THE INTERNET. THEREFORE, YOUR ACCESS AND USE OF THE SITE AND/OR THE APP, AND YOUR OPENING OF ANY COMMUNICATIONS SENT THROUGH OR AS A FUNCTION OF THE SITE AND/OR THE APP, ARE DONE AT YOUR OWN RISK.

To help maintain the security of your personal information, BikerBuddy asks that you please notify it immediately of any unauthorized visit, access or use of the Site and/or the App, or the loss or unauthorized use of your user access information for the Site and/or the App (e.g., username or password).

#### **10. RETENTION, REVIEW, AND CHANGE OF INFORMATION COLLECTED.**

You may request at any time that BikerBuddy provide you with an opportunity to review and change your personal information collected through the Site or the App, if any, or to no longer use your personal information to provide you with any products or services. Please submit any such request (“*Request Concerning Personal Information*”) to help@bikerbuddy.co, with a subject line of “Your Personal Information.”

For each Request Concerning Personal Information, please state “Your Personal Information” in the email or letter subject line, and clearly state the following in the body:

- a. the nature of your request;
- b. that the request is related to “Your Personal Information;”
- c. your name, street address, city, state, zip code and email address; and
- d. whether you prefer to receive a response to your request by mail or email.

BikerBuddy is not responsible for any Request Concerning Personal Information that is incomplete, incorrectly labeled or incorrectly sent. You are solely responsible for the accuracy and content of your personal information, and for keeping your personal information current and correct.

#### **11. YOUR CALIFORNIA PRIVACY RIGHTS.**

If you are a resident of the State of California and BikerBuddy has an established business relationship with you, then, pursuant to Section 1798.83 of the California Civil Code, you have the right to request the following at any time: (a) information from BikerBuddy free of charge regarding the manner in which BikerBuddy shares certain personal information collected through the Site and/or the App with third parties who use such information for direct marketing purposes; and (b) the discontinuation (or opt-out) of BikerBuddy’s sharing of such information with such third parties. Please submit any such request (“*California Privacy Rights Request*”) to help@bikerbuddy.co, with a subject line of “Your California Privacy Rights.”

For each California Privacy Rights Request, please state “Your California Privacy Rights” in the email or letter subject line, and clearly state the following in the body:

- a. the nature of your request;
- b. that the request is related to “Your California Privacy Rights;”
- c. your name, street address, city, state, zip code and email address; and
- d. whether you prefer to receive a response to your request by mail or email.

BikerBuddy is not responsible for a California Privacy Rights Request that is incomplete, incorrectly labeled or incorrectly sent. You are solely responsible for the accuracy and content of your personal information, and for keeping your personal information current and correct.

Further, BikerBuddy does not respond to “do not track” (DNT) signals.

Finally, as explained further above, BikerBuddy does not authorize third parties to collect your personal information when you use the Site or the App, except as expressly stated in this Privacy Policy. TO THE FULLEST EXTENT PERMITTED BY LAW, BIKERBUDDY IS NOT RESPONSIBLE FOR, AND YOU HEREBY RELEASE BIKERBUDDY FROM ANY AND ALL LIABILITY WHICH MAY ARISE FROM, SUCH THIRD PARTIES’ UNAUTHORIZED COLLECTION OF YOUR PERSONAL INFORMATION.

## **12. MODIFICATIONS OF THIS PRIVACY POLICY.**

BIKERBUDDY MAY SUPPLEMENT, AMEND, OR OTHERWISE MODIFY THIS PRIVACY POLICY AT ANY TIME WITHOUT NOTICE TO YOU. SUCH SUPPLEMENTS, AMENDMENTS AND OTHER MODIFICATIONS WILL BE POSTED ON THIS OR A SIMILAR PAGE OF THE SITE AND THE APP, AND SHALL BE DEEMED EFFECTIVE AS OF THEIR STATED EFFECTIVE OR MODIFICATION DATE. IT IS YOUR RESPONSIBILITY TO CAREFULLY REVIEW THIS PRIVACY POLICY EACH TIME YOU VISIT, ACCESS, REGISTER WITH OR USE THE SITE OR THE APP.

AGAIN, BY VISITING, ACCESSING, REGISTERING WITH OR USING THE SITE OR THE APP, YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST-RECENT VERSION OF THIS PRIVACY POLICY, AS WELL AS THE MOST-RECENT VERSION OF THE SITE’S AND THE APP’S [TERMS OF SERVICE](#), AND YOUR CONTINUING VISIT, ACCESS, REGISTRATION WITH OR USE OF THE SITE AND/OR THE APP REAFFIRMS YOUR ACCEPTANCE AND AGREEMENT IN EACH INSTANCE.

## **13. SEVERABILITY.**

If any term or condition of this Privacy Policy is deemed invalid or unenforceable by a court of law with binding authority, then the remaining terms and conditions shall not be affected, and the court shall reform the invalidated or unenforceable term or condition to the maximum extent permitted under the law and consistent with the intent of this Privacy Policy.

## **14. CONTACT US.**

Please direct any questions you may have about this Privacy Policy to [help@bikerbuddy.co](mailto:help@bikerbuddy.co), with a subject line of “Privacy Policy.” The foregoing contact information may change from time-to-time by supplementation, amendment, or modification of this Privacy Policy.

**15. INTERNATIONAL USERS.**

For any of the above purposes and in view of BikerBuddy's global operations, you agree that BikerBuddy may transfer some or all of your personal information, your non-personal information and/or other data to countries outside your resident jurisdiction, and may process and/or store such information in the United States of America. You agree and recognize that countries outside of your jurisdiction may not have as comprehensive data protection laws as those existing in your resident jurisdiction. For more information please contact BikerBuddy in the manner described in section 14 above.

**16. MODIFICATION DATE.**

This Privacy Policy was last modified on October 15, 2017.