

Moonshot Innovations Privacy Policy

Last Updated December 12, 2019

As a user of our services and products, including, but not limited to, the MOONSHOT services and our associated website (collectively, the “Service”) we provide you with this Privacy Policy (this “Policy”), which is intended to describe in a straight-forward and easily understandable manner:

- the information we collect about you;
- how that information may be used;
- with whom the information may be shared;
- how you may update the information you provide us;
- how you may contact us; and
- your choices about the information.

At Moonshot Innovations, LLC (the “Company”), we encourage you to read this Policy carefully. If you have questions or concerns regarding this Policy, please feel welcome to contact the Company by e-mail at support@321moonshot.com. If you do not agree to the terms of this Policy, you must uninstall and cease usage of the Service.

Information Collected

We collect information about you that may include items such as your name, e-mail address, address, phone number, facsimile number, general usage metrics of the Service, your credit card information, business size, industry type, as well as other information that may or may not specifically identify you. The information collected on the Service may be stored at servers, computers, or other media located in the United States.

Third-Party Sources

We may obtain information about you from third-party sources, such as Google and Apple. This information may be utilized, analyzed, and/or compared with information that the Company has collected from you or that you have submitted to the Service. If the Company obtains information from third-party sources, you agree that your sole legal remedy for any harm associated with that information is against the third-party that provided the information to us, and that you will not assert any cause of action, claim or demand against us other than requesting we delete any erroneous information.

Information Collection Technology (Web Beacons and Cookies)

We may use various technologies to collect information from your electronic device about your activities using the Service. We may collect and store non-personally identifying information through cookies, log files, clear gifs (commonly known as “web beacons”), and third-parties to profile user activity and preferences. Technical and specification information about your device and settings may be collected when you use the Service. This information may include your Internet Protocol (“IP”) address, your browser type, operating system, access time(s), the content of previously accepted “cookies” from us, and the website address that referred you to our Services.

A cookie is data stored on your device that tracks non-personal information about you. When using our Service, we may assign your device one or more cookies that enable us to improve the quality of our Service and to personalize your experience. Cookies allow us to automatically collect information about your activity on our Service, such as the content you access while using our Service, the links you click, and other activity you conduct while using our Service. You may choose to modify your device setting to disable cookies or limit their use. If you choose to disable or limit cookies, or otherwise limit your device

permissions to the Service, you may experience diminished performance from the Service and/or may be prevented from using some or all features of the Service. Additional information about cookies may be found at: <https://support.microsoft.com/en-us/help/260971/description-of-cookies>.

Our Service may contain web beacons (also known as “clear gifs”) or similar technologies that gather non-personally identifiable information about your use of our Service. Such technology may also be contained in e-mail messages or newsletters from us that allow us to determine whether messages have been accessed. The purpose of our use of this technology is so that we may analyze the effectiveness of our marketing efforts and the quality of our Services.

Personal Information About Users Under 18 Years of Age Not Collected

The Service is meant for adults and those who have reached the age of majority as defined by the laws of their domicile. The Service is not meant for individuals under the age of eighteen (18) or those defined by the laws of their domicile as minors. Nonetheless, this Policy is still designed to comply with the Children’s Online Privacy Protection Act (“COPPA”) to the extent COPPA applies to the Company. Accordingly, the Company does not knowingly collect or retain any personal information about users under the age of information about a child under the age of 13, that information will be promptly deleted from our databased and all other media. Since we do not collect information from users who are under 13 years old, no such information is disclosed to third-parties.

Permissions

The following section only applies if you use one of our mobile software applications. The Software requires certain permissions on your mobile device in order to work as intended. You can either allow or deny the Software access to the permissions. In some cases it is necessary for you to grant the Software permissions to take full advantage of features or functionality of the Software. If you disallow some or all permissions, the Software may not function properly. Some of the permissions needed may include access to your device’s: camera; calendar; location; phone; sensor; SMS; and storage. Additional permissions may be requested as new features are added in the future.

Information Use and Sharing

We may use and share your information for any legally permissible purpose. We may match, use, and share any of the information we collect from you to any personally identifiable information we obtain through third-parties. Examples of some ways we may use or share information that we collect about you include:

- providing you with products or services, whether from the Company, or any affiliates or sponsors;
- providing you with customized content and services;
- providing technical or customer support;
- performing research and analysis to gauge the use of the Service;
- communicating with you by e-mail, postal (“snail”) mail, telephone, text message, and/or mobile devices about products or services that may be of interest to you from the Company, any affiliates, sponsors or other third-parties;
- enforcing the Company’s terms and conditions, or otherwise manage its business; and
- performing functions as otherwise described to you at the time of collection.

In order to perform certain services on your behalf, we may publish certain information that you provide. You agree that any testimonial feedback or other comments provided by you to the Company becomes its

sole and exclusive property and that such information may be used for any legally permissible purpose, including, but not limited to marketing and advertising our Service.

You acknowledge and agree that the Company may use and disclose your personal and non-personal information to public or private third-parties: (i) for inspection by law enforcement officials (including in the case of potential criminal activity); (ii) to respond to cease and desist letters, arbitration proceedings, legal actions and suits, criminal and civil subpoenas, any court orders; (iii) to enforce or apply the terms of this Policy or any other agreement between us; and (iv) to protect our, our users, and others' rights, property, or safety whether during or after the term of your use of our Service.

Communications from Us

Unless you opt out of certain communication features, we may use your information to communicate with you, such as through e-mail, newsletters, and telephone. You may opt out and/or unsubscribe to communications at any time. See the Opt-Out Provisions and Updating Your Information section below for applicable contact information and directions.

Your Information Will Not Be Sold

We will not sell any information you submit to us to any other third-party without prior written notice to you and an opportunity to opt-out, except that we may use aggregated data (i.e., data generated by your use of the Service, in an aggregated and anonymized form, where for such purposes "anonymized" means the removal of data elements that can be used to identify you) for research and for the purposes of (i) improving our products, and (ii) selling, licensing, or otherwise making available to third parties the aggregated data.

Legal Process and Investigation Issues

From time to time, the Company may be required to respond to a subpoena or similar investigative demand from law enforcement, a court order, a government agency, or a private litigant. The Company reserves all rights to defend, within its sole discretion, against such legal requests, demands, and claims. For instance, the Company may raise or waive legal objections or rights. The Company also reserves the right to disclose your information, as allowed by applicable law, when we believe it is reasonably appropriate based on the situation. Such disclosure may occur, but is not limited to, disclosing your information in connection with efforts to: investigate, prevent, or commence other actions regarding suspected illegal activity or other wrongdoing; to protect; defend the rights, property or safety of our company, our users, our employees, or others; comply with applicable law or cooperate with law enforcement; or enforce our End User License Agreement, Terms of Service or other agreements or policies.

Policy Applicable to California Residents Only

We will not share any personal information about you with other companies if prohibited by applicable California law or to the extent your prior consent to share is required by applicable California law. California residents may, no more than once per calendar year, request information about our disclosures of certain categories of personal information to third-parties for direct marketing purposes. To be valid, requests must be submitted to us at support@321moonshot.com and have "California resident information request" written in the "subject" line of the e-mail. Within thirty (30) days of receiving this request, we will provide a list of the categories of personal information disclosed for direct marketing purposes during the immediately preceding calendar year, along with the names and addresses of the third-parties.

Notice about Social Security Numbers

We may collect social security numbers of clients. If we come into possession of users' social security numbers or collect such information in the future, the information will be treated confidentially and not shared with third-parties unless allowed by law. Additionally, we will take reasonable steps to limit the access to the social security numbers and take legally required steps of securing the transmission of the data.

Third Party Privacy Policies May Be Applicable

This Policy does not cover any third party's use or handling of your information once it is shared. Instead, the privacy policy of the third-party will govern. We encourage you to visit the websites of those third-parties and fully read and understand their privacy policies. Some of these entities will have different privacy terms than we do and their servers may be located outside the United States.

Links

The Service may link to other websites, including through advertisements. We disclaim any and all responsibility for the privacy practices of third-parties that may have links to or from our Service. We encourage you to review the privacy policies/statements of every website that you visit that collects personally identifiable information.

Information Retention and Security

We may store your information from the time of initial submission, as well as automated personal information about you. However, if we obtain or collect your social security number, that information will be encrypted and securely stored.

We take reasonable security measures to protect users' information against unauthorized access, loss, alteration, or destruction. These measures include encryption, intrusion detection, intrusion prevention, anti-malware endpoint protection and industry standard data center security measures to guard against unauthorized access to systems where we store personal information, and the usage of reputable third-party vendors. Despite these reasonable measures, we cannot guarantee our security measures are impenetrable. Therefore, although we take reasonable steps to secure your information, we cannot and do not promise or warrant that your information will always remain secure.

Visitors Outside Kansas

This Policy is intended to cover collection of information on our Service from residents of the the State of Kansas, Unites States of America. The laws in other countries or states may or may not be as comprehensive as those in Kansas, or the United States. If you are a resident of another country or state and/or are using our Service from outside of Kansas or the United States, you acknowledge and agree that your information may be transferred to, stored, and processed in the Microsoft Azure cloud environment. You also acknowledge that your use of our Services shall be governed exclusively by the laws of the State of Kansas and as if all transactions take place within Kansas. By using our Service, you acknowledge and agree that your information may be transferred to our facilities and those third-parties with whom we share it as described in this Policy. If you are unwilling to accept these terms, then you agree that you will not use or access our services.

Privacy Policy Updates and Revisions

This Policy may be updated from time to time. We reserve the right to modify the Policy at any time without notice, so please review the Policy frequently. When changes are made to this Policy, we will revise the "last updated" date at the top of this Privacy Policy. If we make any material changes in the way

we collect, use, and/or share your personal information, we will also post notice of the changes on the Service and/or may notify you by sending an e-mail to the e-mail address you most recently provided us in your account. Your continued use of our Service after we have posted any Policy changes indicates your agreement to the changes unless you notify us otherwise.

If you wish to retain a copy of this privacy policy, you should print a copy or save a copy for your records.

Terms of This Policy Survive

If any terms of this Policy are held invalid and/or unenforceable by a court of law or a competent jurisdiction, the remaining provisions of this Policy shall remain in full force and effect.

Limitations

The Company is not a financial institution or other entity required by law to adopt or publish this Policy or any other privacy policy. The adoption or publication of this Policy does not subject the Company to any stricter duty in its collection, handling, storage and disclosure of nonpublic information than otherwise applies to the Company under applicable law. No person or entity shall have any right or recourse against the Company, its affiliates, agents, sponsors, or other related parties based on any alleged violation or noncompliance with this Policy.

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