

Effective Date: February 2016

Your privacy is very important to us. This Privacy Policy explains what type of information we collect regarding visitors and users of the Sites (as defined below), as well as how we use that information, how you can access that information and how you can change that information.

Just as with our Terms and Conditions and any other rules posted on our Sites, this Privacy Policy is for WHICHKIM, LLC ("WHICHKIM.", "we", "our", "us") and all content and functionalities available at the WHICHKIM website, as well as any other websites, webpages or frames accessible through the WHICHKIM website or other third party sites WHICHKIM hosts or sponsors such as third party social media sites, mobile apps, and services (collectively, the "Site" or "Sites"). Please read this Privacy Policy carefully.

This Privacy Policy applies only to the United States WHICHKIM website that is intended for U.S. WHICHKIM anticipates adding additional terms to the privacy policy specific to other countries in the near future, so if you have any questions, please either contact us at 1 (415) 802-4053 or at WHICHKIM, 600 William St. Apt 110, Oakland CA 94612, or check back soon.

Please note that the laws of the United States apply to the collection and use of information regarding visitors and users of the Sites. These laws may not provide the same level of protection as laws in your home country if you choose to access the Sites from outside the United States.

If you do not agree to the Privacy Policy, please do not use the Sites. WHICHKIM reserves the right to revise the Privacy Policy at any time, so please visit this page periodically so that you know the most up to date Privacy Policy that governs your use of the Sites. If you have any questions, please contact us as explained below.

#### COLLECTION OF INFORMATION

When you make a purchase on the Sites, WHICHKIM collects your name, e-mail address, mailing address, and other information such as your payment information and billing address. Information regarding your location and your past purchasing history may be used to provide you with advertisements and messages that may be of interest to you. This information may also be used for internal research, to determine the effectiveness of our messages and advertising, and/or for follow up customer service purposes (for example if you leave merchandise in your shopping cart without completing the purchase).

When you visit the Sites WHICHKIM will collect information regarding the IP address you are using, your location as determined by your IP address, your browser type, the times of access, the pages you accessed, and if you were referred to the Sites from another website.

If you access the Sites using a mobile device, we may receive information regarding the physical location of your device, as well as information regarding your device (what kind of device you are using and a unique identifier for that device). You may opt to turn this feature off on your device. We may use this information to send you location-based advertising or other personalized geographic-based content.

### THIRD PARTY SITES

If you link to other websites through the Sites (“Third Party Sites”), WHICHKIM’s Privacy Policy does not apply to those Third Party Sites. Please review the Third Party Site’s privacy policy, if any, to see what information they collect regarding you and how they share that information. WHICHKIM makes no representations regarding such Third Party Sites; for more information regarding Third Party Sites, please review WHICHKIM’s Terms and Conditions.

### CHILDREN’S PRIVACY

The Sites are directed to adults and we do not market to children. We do not intend to gather any information from children under the age of 13. If you believe that we may have any information regarding a person under the age of 13, please reach us at the contact information provided below.

In addition, if you are under 18, you should only use the Sites under the guidance of a parent or guardian.

### COOKIES AND WEB BEACONS

Your information may be shared with third parties that are interested in advertising on the Site (“Third Parties”). Some Third Parties, as well as we and our service providers, may collect information through using cookies or web beacons. Cookies are pieces of data that are stored in your computer system after you have visited a particular website and provided information to the website (either information that you provided such as a preference or information that is provided by your browsing system). Every time you go back to the website, the browser sends the cookie to the server to notify the website of your previous activity on the website.

Web beacons (also referred to as tracking pixels, web bugs, pixel tags, 1×1 gifs, Internet tags, page tags, and clear gifs) are graphic images on a website or in an email that track when a website page or an email has been read, by whom, and from which computer. They can also track when an email has been forwarded to another user or if a webpage is copied to another website.

The Third Parties may use the cookies or web beacons to collect information regarding whether or not you click on their advertisement and/or the number of Site users who click on their advertisement(s). The Sites’ service providers may also use these cookies or web beacons, as may we. We may also use other methods of

automatic collection such as IP addresses, browsers, and computer identification numbers to determine preferences and potential fraudulent activity. We also may use the information to measure which pages on the Sites are receiving the most traffic, as well as your preferences on the Sites. We may keep a log of the web beacons and data that they provide. Note that if you would like to disable your web browser from accepting cookies, you may do so. This may impair some functionality of the Sites.

## SHARING OF YOUR INFORMATION

WHICHKIM may share information regarding you with other companies, government agencies, or agents, if WHICHKIM believes it is necessary to prevent imminent harm, fraud, or other similar illegal activity, or to protect WHICHKIM's interests and/or the Sites, including but not limited to the security of the Sites and users' ability to access and use the Sites.

We may also share your information with third parties if WHICHKIM enters into joint promotions, marketing or events with a third party that we believe may be of interest to you. Transfers of your information to any such third parties will be limited to the purposes above and will never contain your payment information. If you would like to opt out of such joint promotions, marketing or events, please see below.

## SECURE SHOPPING AND ACCOUNTS

When you make a purchase on the Sites, the information regarding your payment is encrypted for your security. We also store your information that we gather from the Sites on secure servers and we follow certain protocols and procedures to keep that information safe from unauthorized access. However, data transmission over the internet or mobile devices, including on the Sites, is not guaranteed to be entirely secure. While we use reasonable precautions to keep your information safe, we do not warranty, guarantee or represent that the security of the Sites, the servers on which we store information, or the databases we maintain are free from any risk or vulnerability. In addition, the information you provide WHICHKIM via the Sites may be intercepted during the transmission process or in the event that your browser or mobile device is not free from viruses or spyware. Similarly, any email you send us may be subject to interception so please do not include your credit card or payment information to us via email. We are not responsible for any such interceptions or any such viruses or spyware, and furthermore, we are not responsible for the actions or omissions of third parties.

## COMMUNICATIONS WITH SITES OR VIA EMAIL

We will try our best to respond to any emails or message you send to WHICHKIM through the Sites or otherwise. However, we want you to know that there is no obligation for WHICHKIM to respond to every message you send, or to keep all such

messages in confidence or to pay compensation for your message. We do not want to receive any proprietary or confidential information, suggestions, materials or ideas via the Sites or via email. To the extent that you decide to send us anything via the Sites or via email, any such ideas, suggestions, submissions, feedback or other information will become the property of WHICHKIM. By sending us such information via the Sites or via email, you are agreeing to fully release all intellectual property rights, proprietary claims and rights of publicity with respect to such information. You are also granting us a perpetual, royalty free license to use such information provided. In the event that any such information you send to us belongs to a third party and you have not received written permission from that third party to send such information to us, then you agree to indemnify, defend and hold us, our officers, directors, employees, agents, investors, consultants, shareholders, parent corporations, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees arising out of or in connection with such information.

#### CHANGING YOUR INFORMATION

If at any time, you wish to review or request changes to any of the information you submit to the Sites, you may call us at (510) 529-4467 or contact us at WHICHKIM, 600 William St. Apt. 110, Oakland, CA 94612

#### OPTING OUT OF MARKETING MESSAGES

At any time, you may opt out of receiving marketing emails or messages from us and/or from receiving information regarding joint marketing, joint events or joint promotions. Either call us at 1 (415) 802-4053 or contact us at WHICHKIM, 600 William St. Apt. 110, Oakland, CA 94612, or you may select the unsubscribe link at the bottom of our marketing emails. We will remove your name from our marketing list within a reasonable period of time. You may receive another email confirming your request for removal. We may still send you emails of a non-marketing nature (for example, if you make a purchase). You may also opt out of having cookies and/or pop-up ads enabled on your browser. Please refer to your browser for further instructions.

#### CHANGE IN POLICY TERMS

WHICHKIM may update this Privacy Policy from time to time. All updates will be posted on the Sites and will be accessible through the Privacy Policy hyperlinks available throughout the Sites. Please check the Privacy Policy from time to time to see if there are any revisions--the effective date of the Privacy Policy will be stated at the top of the page.

#### CHANGE IN CONTROL

In the event that WHICHKIM undergoes a change in control wherein its assets are transferred in a merger, sale of company assets, acquisition of the company or its assets, then information collected on the Sites may be transferred as part of the change in control. Similarly, in the unlikely event of bankruptcy, insolvency or receivership, information collected on the Sites may be transferred to another party.

## SOCIAL MEDIA

In the event that you use third party social media websites, applications or plugins (“Social Media Sites”) to access the Sites, we may receive information regarding you that you have provided to the Social Media Sites. We may use this information for marketing purposes and to provide you with information that we believe you may be interested in receiving.

In addition, if you use Social Media Sites to post content related to WHICHKIM (photos, videos, descriptions, comments, hashtags using WHICHKIM, etc.) on your Social Media account, you are agreeing that by using the hashtag using WHICHKIM or any similar term or phrase denoting WHICHKIM, you are granting WHICHKIM an irrevocable and perpetual royalty-free, fully-paid, non-exclusive, transferable right to use your WHICHKIM -tagged content on the Social Media Sites in any manner that WHICHKIM deems fit in its sole discretion, including without limitation on the Sites, on WHICHKIM’s own social media sites, and for WHICHKIM’s marketing, promotional, advertisements and any other content. You further grant WHICHKIM the right to use, reproduce, display, distribute, transmit, alter, edit, create derivative works from and/or combine with other materials your content on the Social Media Sites. You further grant WHICHKIM the right to use your Social Media Sites’ username, true name, image, likeness, caption, text, photography, location or other identifying information in connection with the content on the Social Media Sites. You agree to indemnify, defend and hold the Indemnitees harmless from any liability related in any way to WHICHKIM’s use of the content on the Social Media Sites.

## CALIFORNIA RESIDENTS

If you are a California resident, you have a legal right to obtain a list of any information that WHICHKIM shared regarding you to any affiliates or unaffiliated third parties for marketing purposes. You may make this request via phone by calling 1 (415) 802-4053 or via writing to WHICHKIM, 600 William St. Apt. 110, Oakland, CA 94612. We will respond to these requests as soon as we can and in accordance with the law then in effect.

## CONTACT US

If you have any questions regarding this Privacy Policy, please contact us via phone by calling 1 (415) 802-4053 or via writing to WHICHKIM, 600 William St. Apt. 110, Oakland, CA 94612.

LAST UPDATE: June 2017  
© 2017 by WHICHKIM, LLC All rights reserved.