

## **Privacy Policy**

### **Last Updated:**

October 10, 2023

This Privacy Policy (“**Privacy Policy**”) sets out how KAIA, LLC (the “**KAIA**”) uses and protects the information that you (referred to as “**you**” or “**your**”) provide when you access, register, purchase, sell, and/or use the website, <https://kaiawomen.net> (the “**Website**”) and the KAIA mobile application (the “**App**”, and together with the Website the “**Platform**”), which operates as a crowdfunding platform that facilitates funding opportunities through community based crowdfunding for women seeking investment for their businesses and creative endeavors (the “**Services**”).

KAIA is committed to ensuring that your privacy is protected. Any personal identifying information (hereinafter referred to as “**Personal Information**” and defined below) you provide when using the Platform will only be used in accordance with this Privacy Policy. This Privacy Policy describes the type of information KAIA may collect from you or that you may provide when using the Platform, as well as KAIA’s practices for collecting, using, keeping, protecting, and/or disclosing any Personal Information.

### **I. PERSONAL INFORMATION**

#### **What Personal Information is Collected?**

When browsing, engaging with, donating, purchasing, or otherwise using the Platform, you may be asked to enter or disclose certain Personal Information, which may include:

- **Contact Information:** personal name, business name, email, postal address, business address, telephone number, contact information, or any other similar information.
- **Identification:** company title, interests, social media credentials, contacts, or referrals.
- **Campaign Information:** Details about your crowdfunding campaign, including business information, financial data, and campaign goals.
- **Research and Feedback:** reviews, comments, and other feedback that you submit through the Platform, social media platforms, email, over the phone, or by mail.
- **Device Information and Identifiers:** IP addresses, cookie IDs, browser types and language, operating systems, website type, and device type.
- **Connection and Usage:** domain names, browsing activity, scrolling and keystroke activity, advertisements, or other content viewed and the duration of viewing, forms, or fields you complete or partially complete, search terms, whether you open an email, quality of the Platform, and interaction with the content, logs, and other similar information. If these events occur while you are offline, they may be logged and uploaded when you next connect.
- **Geolocation:** city, state, and ZIP code associated with your IP address or derived through Wi-Fi.
- **Social Media Information:** if you interact with KAIA through a third party website (hereinafter referred to as “**Third Party Website(s)**” and defined below) using your social media credentials, depending on your settings, KAIA may have access to information from that particular social network such as your name, email address, contact information, photos, age, gender, location, birthday, social networking ID, current city, and the people and other businesses you follow.
- **Additional Information:** any additional information you provide directly through the Platform or through your participation, support request, social networking, or any other communication.

#### **When is Personal Information Collected?**

Generally, you are not under any statutory or contractual obligation to provide any Personal Information; however, certain Personal Information may be automatically collected in order for you to use the Platform and/or Services.

KAIA collects information from you when you access or otherwise use the Website, contact, or engage KAIA for its Services, fill out an online form, or otherwise enter any information on the Website or KAIA's social media platforms which may include, but are not limited to, Instagram, Google, or other third party applications (together the "**Third Party Platforms**").

### **How Do You Get My Consent?**

When you provide any Personal Information through the Platform or Third Party Platforms, verify, or change your contact information and/or transactional details, complete a contact form, engage with the Services, or anything of the like, you are automatically consenting to the collection, storage, and use of that Personal Information for your benefit and to improve the Platform and KAIA's offerings.

If KAIA asks for your Personal Information for any other reason, it will either: (a) ask directly for your express consent; or (b) provide you an opportunity to say no and decline by contacting KAIA directly.

### **How Do I Withdraw My Consent?**

You may withdraw your consent for the continued collection, use, or disclosure of your Personal Information at any time by contacting KAIA directly. If you choose to withdraw your consent, KAIA may add your contact information to an opt-out mailing list. KAIA reserves the right to retain any previously collected Personal Information for the purposes of resolving any disputes, tracking purchases, and/or obtaining and analyzing its aggregated data analytics.

### **How is My Personal Information Used?**

KAIA may use your Personal Information in any of the following ways:

- To provide, maintain, and improve the Platform, features, content, services, and any promotions, available through the Platform.
- To enable you to enjoy and easily navigate the Platform.
- To better personalize your experience on the Platform and understand your needs and interests.
- To fulfill requests or respond to your questions and comments.
- To provide you with announcements, notifications, advertisements, and other communications.
- To investigate and help prevent security issues, abuse, or violations of law.
- To display content you generate, such as videos, photos, audio, and comments on the Platform.
- To comply with all relevant laws, regulations, and ethical business conduct.

### **How is My Personal Information Protected?**

KAIA takes the security of your Personal Information seriously and implements a variety of security measures when you use the Platform or provide your Personal Information. Your Personal Information is accessible only to a limited number of persons with authority to access it, including but not limited to, contractors or agents that KAIA may employ to perform tasks, fix bugs, and/or monitor the Platform.

### **Does KAIA Collect Information From Minors?**

KAIA does not want to, and does not knowingly, collect any data from individuals under the age of eighteen (18). If KAIA learns that it has collected any such data without the supervision of a parent or legal guardian,

KAIA will take reasonable measures to delete such information and will not use it. If you become aware of any Personal Information that KAIA has collected from an individual under the age of eighteen (18), without the supervision of a parent or legal guardian, please contact KAIA.

### **How Do I Opt-out, Remove, or Modify Any Personal Information I Have Provided?**

You can request to have your Personal Information removed or modified by contacting KAIA directly. Please note that KAIA may retain certain relevant information for record keeping purposes, which includes but is not limited to information regarding sales transactions or that is otherwise needed to complete any ongoing and/or pending transactions.

### **Limitation of Liability**

You agree that to the fullest extent allowed by applicable law, under no circumstances will you hold KAIA liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages that are caused or alleged to be caused in connection with your use of the Platform. Under no circumstances will you hold KAIA liable for any damages caused by or related to the Platform.

### **Does the Platform Use 'Cookies'?**

Yes. KAIA and its service providers, advertisers, and other third parties use cookies and similar technologies (e.g., HTTP cookies, HTML 5, flash local storage cookies, web beacons, GIFs, embedded scripts, ETags/cache browsers, and software development kits) to recognize you on, off, and across your devices. Cookies are small data files that KAIA, or its service provider, transfers to your computer's hard drive through your web browser (if you allow) and/or your device that enables KAIA or its service provider's systems to recognize your browser or device to capture and remember certain information that will provide KAIA with insights to your online activity.

There are a few different categories of cookies, including:

- **Essential:** These cookies are necessary to provide you with Services available through the Platform and enable you to use the features available on the Platform. They help authenticate users and prevent fraudulent use of accounts and Personal Information.
- **Functional:** These cookies are required for the Platform to function efficiently and are thus always enabled. These include cookies that allow you to be remembered as you explore the Platform. These are typically used during the checkout process, as well as during security issues, and when conforming with regulations.
- **Performance:** These cookies allow KAIA to improve the Platform by tracking your usage. These cookies may improve the speed with which KAIA can process your requests and remember particular preferences you may have selected in connection with your use of the Platform.
- **Social Media & Advertising:** These cookies offer the potential to connect you to your social networks and share content and information from the Platform through social media. Advertising cookies collect information to help better tailor advertisements to your interests. These cookies may involve the processing of your personal data.

### **Cookies Are Used To:**

- Recognize your browser and/or device;
- Track metrics and understand your Platform preferences based on your previous or current activity;
- Save your Platform preferences for future visits; and

- Compile aggregate data about traffic and interactions on the Platform in order to offer a better user experience, as well as improved features, and content in the future. KAIA may also use trusted third party service providers that track this information on its behalf.

KAIA and its third party partners and vendors may also use tracking technologies, such as cookies, pixels, and web beacons to collect and store information about you when you use or interact with the Platform; and/or engage with marketing communications, advertising content and/or Third Party Websites in order to provide you with targeted advertising based on your browsing activities and interests. These third parties automatically receive your IP address or mobile device identifier when you access the Platform or Third Party Websites. They may also use tracking technologies to measure the effectiveness of advertisements or other features; personalize the advertising content; and serve you advertisements that are relevant to your regional location. KAIA may also use information collected using third party cookies and beacons to provide you with advertisements, features, and other content.

### **Can I Disable Cookies and Still Use the Platform?**

Your browser can assist you in managing and setting up your cookie preferences. You can choose to have your computer or device warn you each time a cookie is being sent, or you can choose to turn off all cookies. You can do this through your browser or the settings of each individual device you use. There are also general resources for opting out of interest-based advertising available on the Network Advertising Initiative and the Digital Advertising Alliance's websites.

If you choose to disable cookies, you will still be able to access the Platform. However, please note that by disabling cookies, some features on the Platform may be disabled. Disabling cookies may also affect your experience by decreasing the Platform's efficiency or causing it to not function properly.

### **How is My Personal Information Shared and Disclosed?**

KAIA will not sell your Personal Information; however, it may share and disclose your Personal Information for the following reasons:

- **Customer Instructions:** You can determine your own policy for sharing and disclosing your Personal Information on the Platform. KAIA does not control how you may choose to share or disclose your Personal Information. KAIA will share and disclose your Personal Information in accordance with your engagement and instructions.
- **Compliance With Applicable Law:** KAIA may release your Personal Information under certain circumstances where KAIA believes it is appropriate to comply with any law, regulation, or legal process; enforce its policies; and/or protect KAIA or others' right, property, or safety. KAIA may also be required to disclose your Personal Information if required by law or in response to a valid request by a public authority (e.g., a court or governmental agency).
- **To Enforce Our Rights, Prevent Fraud, and for Safety:** To protect and defend the rights, property, or safety of KAIA or third parties, including enforcing contracts or policies, or in connection with investigating and preventing fraud or security issues.
- **Third Party and Other Disclosures of Personal Information:** KAIA may share your non-private or Personal Information with Third Party Websites, companies, advertisers, social networks, service providers, research and management companies, search engines, law enforcement, hosting partners, and any other party who assists in operating the Platform or providing Services to you. If KAIA is involved in a merger, collaboration, or acquisition, your Personal Information may be

transferred. However, KAIA will provide you with notice before your Personal Information is transferred and becomes subject to a different privacy policy.

- **With Consent:** KAIA may share Personal Information with others when it has written consent to do so.

### **Retention of Your Personal Information**

KAIA will retain your Personal Information only for as long as is necessary to achieve the purposes set out herein, complying with legal obligations, resolving disputes, completing audits, and/or enforcing its agreements and policies.

### **Third Party Links**

Occasionally, at its discretion, KAIA may include or offer outside third party advertisements, resources, or other products and services on the Website (“**Third Party Links**”). These Third Party Links are governed by separate and independent privacy policies. Therefore, KAIA has no responsibility or liability for the content and activities of these Third Party Links. Nonetheless, KAIA seeks to protect the integrity of the Platform and welcomes feedback about these Third Party Links.

### **Behavioral Advertising**

As described herein, KAIA may use your Personal Information to provide you with targeted advertisements or marketing communications from other businesses. For more information about how targeted advertising works, please visit the Network Advertising Initiative’s educational page at:

<http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work>.

### **Communications; SMS, Emails, and Calls**

You consent to receiving communications, including but not limited to, emails, text messages, and calls regarding the Platform, updates to the Platform, advertisements and marketing promotions, and any other relevant information. You agree to provide true, accurate, and current Personal Information. Your engagement with the Platform may be shared with others in accordance with our Privacy Policy.

### **Wireless and Location-Based Features; Social Media Plug-ins**

**Data Sharing.** You affirmatively consent that KAIA may use and share your video and image viewing data with third parties until consent is withdrawn. It may track your use for research, analytics, or ad serving purposes. It may share the above information with companies that display ads to you, collect and analyze information, or to social networks.

**Wireless Features.** The Platform may offer certain features available to you via your wireless device. These features may include the ability to access the Platform and receive messages on your wireless device (collectively, “**Wireless Features**”). Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless device. In addition, your carrier may charge for standard messaging, data, or other fees when participating in Wireless Features. KAIA is not responsible nor liable for any fees or charges associated with your use of such Wireless Features.

**Terms of Wireless Features.** If you register for any Wireless Features then you agree that, in connection with those Wireless Features, we may send communications to your wireless device regarding us or other parties. If you have registered for Wireless Features, then you agree to notify us of any changes to your wireless contact information (including phone number).

***Location-Based Features.*** When you use one of KAIA’s location-enabled features, KAIA may collect and process information about your actual location. If you have enabled GPS or other location-based features on a device, you acknowledge that your device location may be tracked and may be shared with others.

Where the Platform collects precise information about the location of your device, it may be used to provide requested location services, and it may be used, amongst other uses, to allow tagging or to check-in.

Your browser features should allow for you to disable the location-based features or manage preferences related to them. The location-based services offered in connection with the Platform are for individual use only and should not be used or relied on as an emergency locator system, used while driving or operating vehicles, or used in connection with any hazardous environments requiring fail-safe performance, or any other situation in which the failure or inaccuracy of use of the location-based services could lead directly to death, personal injury, or severe physical or property damage. The location-based services are not suited or intended for family finding purposes, fleet tracking, or any other type of business or enterprise use.

***Social Media Plug-Ins.*** Social media plug-ins of social networks such as Facebook, Twitter, Instagram, and Google (among others) may be integrated on the Platform. If you click these links, your browser will connect directly to the servers of that social network. The social network directly transmits the content of the plugin to your browser. If you are registered on the relevant social network, the social network receives the information that the web page was used by you. If you are not registered with the social network, there is the possibility that at least your IP address will be submitted to and stored by the social network. If you interact with KAIA through a social media website, plug-in, etc., then you may be enabling KAIA to have ongoing access to certain information from your social network profile (such as your name, social networking id page, email address, photo, gender, location, the people, and websites you follow, etc.).

If you do not want a social network to collect the information described above, or to share it with us and other third parties, review the privacy policy of the relevant social network and/or log out of the relevant social network before you use the Platform. As with other websites, you may be able to delete any existing cookies placed on your computer by the social network via your browser.

## **II. INTERNATIONAL TRANSFERS**

KAIA is headquartered in the United States; however, KAIA may transfer your Personal Information to service providers and other third parties located outside of your country of residence, including in the United States. This may be necessary for the purposes outlined in this Privacy Policy. Data privacy laws vary from country to country and may not be equivalent to, or as protective as, the laws in your home country. KAIA takes steps to ensure that reasonable safeguards are in place with the aim to ensure an appropriate level of protection for your Personal Information, in accordance with applicable law. By providing KAIA with your Personal Information, you acknowledge and agree to any such transfer, storage, or use.

Some functions on the Platform can only be provided if KAIA has your Personal Information, therefore the deletion of your Personal Information may result in the termination of such functions. KAIA will take reasonable steps to verify and authenticate your identity. KAIA may require further documentation before granting access to your Personal Information.

## **III. STATE SPECIFIC DATA POLICIES**

### **Special Notice for California Residents**

KAIA shall not market or advertise to minors specified products or services that minors are legally prohibited from buying. KAIA shall not market or advertise any products based on the Personal Information

provided that is specific to any minor, nor shall it knowingly use, disclose, compile, or allow a third party to do so. Under California's Privacy Rights for California Minors in the Digital World Act, any minor may request and obtain removal of Personal Information posted on the Platform.

### **California Privacy Rights**

California residents are entitled once a year, free of charge, to request and obtain information regarding KAIA's disclosure, if any, of certain categories of Personal Information to third parties for their direct marketing purposes in the preceding calendar year. To obtain this information, please contact KAIA directly.

### **California Consumer Privacy Act (CCPA)**

California residents have the right to receive certain disclosures regarding the collection, use, and sharing of Personal Information, as well as the right to access, delete, and limit sharing of Personal Information. The CCPA defines "**Personal Information**" to mean "information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household."

### **"Do Not Sell My Personal Information" (California Residents only)**

California residents may opt-out of the "sale" of their Personal Information. California law broadly defines "sale" in a way that may include allowing third parties to receive certain information such as cookies, IP address and/or browsing behavior to add to a profile about your mobile device, browser, or you.

Depending on how you use the Platform, KAIA may share the following categories of information for such advertising which may be considered a sale (as defined by California law):

- Identification and demographics; device information and identifiers, such as IP address, and unique advertising identifiers and cookies; connection and usage information, such as browsing history; geolocation information, such as city; and inference data.

If you would like to opt-out of the use of your Personal Information for such purposes (to the extent this is considered a sale), you may do so as by contacting KAIA directly.

### **Third Parties' List – Shine the Light (California Residents only)**

California residents can also request a list of all the third parties to which KAIA has disclosed certain Personal Information (as defined by California's Shine the Light law) during the preceding year for those third parties' direct marketing purposes. You will need to attest to the fact that you are a California resident. KAIA will not accept requests by telephone, email, or facsimile, and KAIA is not responsible for notices that are not labeled or sent properly, or that do not have complete information.

### **Special Notice for Nevada Residents**

Certain Nevada consumers may opt-out of the sale of Covered Information for monetary consideration to a person for that person to license or sell such information. "**Covered Information**" includes first and last name, address, email address, phone number, Social Security Number, or an identifier that allows a specific person to be contacted either physically or online.

### **Virginia Consumer Data Protection Act (Effective January 1, 2023)**

Under the Virginia Consumer Data Protection Act (“**VCDPA**”), certain businesses must give consumers the ability to access, control, and delete personal data that the business collects about them, or that consumers have otherwise provided. Consumers have the right to obtain a copy of data the consumer has previously provided, in a usable format “to the extent technically feasible.”

Virginia consumers can opt out of targeted advertising, the sale of their personal data, or profiling those results in the business providing or denying “financial and lending products, housing, insurance, education enrollment, criminal justice, employment opportunities, health care products, or access to basic necessities, such as food and water.”

#### **Utah Consumer Privacy Act (“UCPA”)** (Effective December 31, 2023)

Utah residents have the right to (a) confirm whether a controller is processing consumer’s Personal Data and to access that data; (b) delete consumer’s Personal Data that the consumer provided to the controller; and (c) obtain a copy of the consumer’s Personal Data that the consumer previously provided to the controller.

The UCPA defines “**Personal Data**” as information that is linked or reasonably linkable to an identified or identifiable individual. Data that cannot be linked to a consumer and publicly available information and the processing of personal data for purely personal or household purposes are excluded from the UCPA. Data controllers must provide consumers with reasonable, accessible, and clear privacy notice. Controllers must establish and maintain reasonable administrative, technical, and physical data security practices to protect the confidentiality and integrity of Personal Data and reduce reasonably foreseeable risks of harm to consumers relating to the processing of Personal Data.

#### **Connecticut Data Privacy Act (“CTDPA”)** (Effective July 1, 2023)

Under the CTDPA, Connecticut consumers are provided with (a) the right to access; (b) right to correct; (c) right to delete; (d) right to data portability; and (e) right to opt out of the sharing of any Personal Data.

The CTDPA defines a “**Consumer**” as a Connecticut resident and excludes persons acting in a commercial or employment context. The “**Sale of Personal Data**” refers to the exchange of personal data for monetary or other consideration by the controller to a third party.

Personal data excludes any deidentified data or publicly available information, where publicly available information means information that is lawfully made available through government records or widely distributed media and a controller has a reasonable basis to believe a consumer has lawfully made available to the general public.

#### **Colorado Privacy Act (“CPA”)** (Effective July 1, 2023)

Businesses must provide consumers with clear privacy notices and conduct data protection assessments for any personal data processing that presents a heightened risk of harm to consumers. Consumers are afforded the right to opt out of the processing personal data for targeted advertising or for the sale of personal data and provides a “user-selected universal opt-out mechanism.”

“**Consumers**” are defined as residents acting in their individual or household contexts and excludes individuals acting in a commercial or employment capacity, job applicants, and beneficiaries of someone acting in an employment context from its definition of “consumer.” “**Personal Data**” is defined to mean information that is linked or reasonably linkable to an identified or identifiable individual. The CPA does not extend to deidentified data or publicly available information.



## **Acceptance of Terms**

Through using the Platform, you hereby accept this Privacy Policy and each of the terms and conditions stipulated herein. If you are not in agreement with this Privacy Policy, you should refrain from any further use or access to the Platform. Your continued use of the Platform, following the posting of any updates or changes to this Privacy Policy, indicates your acceptance of any such changes.

## **Changes to this Privacy Policy**

KAIA is constantly aiming to improve the Platform. Therefore, this Privacy Policy may be amended from time to time at KAIA's discretion. KAIA reserves the right to modify or update the Privacy Policy at any time. It is your responsibility to review the Privacy Policy frequently for updates. Changes and clarifications will take effect immediately upon their posting to the Platform. If KAIA makes any material changes to this Privacy Policy, KAIA will notify you here.

If you have any questions regarding this Privacy Policy or if you want to verify, modify, receive, suspend, or delete your Personal Information, you can reach KAIA directly using the contact information below:

Email: [contact@kaiawomen.net](mailto:contact@kaiawomen.net)