

KINUU

PRIVACY & COOKIE POLICY

Last Revised: 04/01/2019

Activarium LLC dba Kinuu (“Kinuu”, “we”, “us” or “our”) wants you and your child’s Kinuu experience to be positive and impactful. Your access and use of our Services (defined below) is subject to Privacy & Cookie Policy terms below. If you have questions or comments, you can contact us at the email address or mailing address found at the end of these terms.

1. Overview of our Privacy & Cookie Policy

This Privacy & Cookie Policy (“Privacy Policy”) govern your access and use of our Services. The term “Services” as used herein includes our BrainyAct software, our website (Kinuu.com, or “Site”) and other products, goods, services, promotions, and technology and any other materials that we may provide as well as other services that link to, or contain references to, this document and are published or made available by us and our affiliates as applicable. Most terms are generally applicable to all our Services, while others are applicable only to those with a Kinuu account.

Please read this Privacy Policy carefully. It summarizes the various ways we acquire and treat your Data (defined below) when you access, visit and/or use the Site or Services. If you are a purchaser or user of any Kinuu hardware or software products or services, additional privacy terms will govern your use of those products and services (for example, if you are using Kinuu game software). This Privacy Policy does not cover information collected on sites, applications, destinations, or services linked to from our Site that we do not own or control.

You can access this Privacy Policy any time in the footer of this Site’s home page, via the menu button or on the Site description screen, or as otherwise indicated depending on the Services you are using. **By accessing, visiting or using the Site or Services, including submission of information to us through the Site or Services, you consent to this Privacy Policy.** If you do not agree with the terms and conditions of this Privacy Policy, you should not access, visit and/or use the Site or Services. We advise that you print or retain a digital copy a copy of this Privacy Policy for future reference.

In addition to reviewing this Privacy Policy, please also review our **Terms of Service** and any other terms and conditions that may be posted or provided elsewhere in the Services or Site or otherwise communicated to our users through the Services, because the Terms of Service, and all such terms and conditions are also part of the agreement between you and us related to your use of the Site and Services.

“Personally Identifiable Information” that alone or in combination with other information or in certain contexts can be used to identify, distinguish or trace you or the device(s) you use to access the Site or Services is referred to in this document as “PII.” PII, together with all other information about you and/or your device(s) that we acquire, is referred to collectively as your

“Data.” “Content” as used herein refers generally to any type of information, including text, images, video, whether sourced from you, us or third parties.

This Privacy Policy may be modified from time to time, so check back often. When changes are made, we will adjust the “Last Revised” date at the beginning of this document. If we make a significant change in the way we use or share your PII, we will also post or provide through the Site or Services a prominent notice that a change was made. Continued access of this Site or other of our Site or Services by you will constitute your acceptance of any changes or revisions to the Privacy Policy.

2. The Types of Data We May Acquire About You

- a. Personally Identifiable Information (PII). We may acquire the following PII about you: your name, postal address, zip code, email address, and telephone number, generally when you have provided it to us as part of account creation. This may include the date of birth and gender of you or your child when necessary for use of our Kinuu game hardware and software. When you visit our Site, we typically acquire your IP address and device identifier, which certain jurisdictions consider to be PII because it could be used to identify an individual or device if it were combined with other identifying information. See the Children’s Privacy Notice below for additional protections applicable to your child.
- b. Sensitive PII. We generally do not request on or through the Site or Services any Data that is often considered “highly sensitive” such as financial account information (e.g., credit report information, bank account numbers), personal health information, or government issued identification numbers (e.g., social security number, drivers’ license number, or passport number) except when such information is needed to provide you services that you have requested.
- c. Payment Information. If you purchase products or services from us through our website, you provide your payment information, including your name, credit or debit card number, card expiration date, CVV code, and billing address. We do not store this payment information. We store your shipping address to fulfill your order. Note that third-party payment processors may retain this information in accordance with their own privacy policies and terms.
- d. Anonymous Data. Some of the Data that we acquire cannot identify, distinguish or trace you or your device, even if combined with other identifying information, and some Data that could be considered PII when combined with other identifying information is not used in a way that identifies, distinguishes or traces you or your Device, but is instead used in an anonymous way, often aggregated with other anonymous Data about other users.

3. How We Acquire Your Data

- a. Data You Provide. We mostly receive PII because you provide it to us. For instance, we may acquire your Data when you contact us by telephone, postal mail, social media interaction or messaging (e.g., email, SMS, MMS, or similar technologies). As noted above, certain information is needed from you to be able to create an account or use our Site or

Services. We also may acquire information that you provide about other people, for example.

b. Data Automatically Collected.

1. Our Site may automatically collect Data about you, your online behavior and your Device. The Data collected may include, without limitation, the make, model, settings, specifications (e.g., CPU speed, connection speed, browser type, operating system, device identifier) and geographic location of you and/or your Device, as well as date/time stamp, IP address, pages visited, time of visits, content viewed, ads viewed, the site(s), application(s), destination(s), and/or service(s) you arrived from, and other clickstream data. The Site may collect your Data even if the Site is not open on your Device or you're not logged in.
2. Other Services, such as our game software, may collect information when You or your child use them. For example, if you child uses or interacts with our game hardware and software, certain Data about your child and the session will be captured as needed for game play. You will find this information essential as a parent in monitoring and measuring your child's performance using our software over time.

c. Data Acquired Elsewhere. We may also acquire your PII or other Data offline or otherwise outside of the Site or Services. For example, we may purchase or otherwise acquire such Data from third party data suppliers. We reserve the right to merge or co-mingle this other Data with your PII and Data collected on or through the Site or Services.

d. Social Network Integration. If you choose to access, visit and/or use any third party social networking service(s) that may be integrated with the Site, we may receive your Data that has been made available to those services, including information about your contacts on those services. For example, some social networking services allow you to push Content from our Site to your contacts or to pull information about your contacts so you can connect with them on or through our Site. Some social networking services also will facilitate your registration for our Site or enhance or personalize your experience on our Site. Your decision to use a social networking service in connection with our Site is voluntary. However, you should make sure you are comfortable with your Data the third party social networking services may make available us by visiting those services' privacy policies and/or modifying your privacy settings directly with those services. We reserve the right to use, transfer, assign, sell, share, and provide access to all of your Data that we receive through third-party social networking services in the same ways as all of your Data we receive through our Site (as described in Sections 4 and 5 below).

e. Be Careful Publicly Posting PII. Please be aware that Content and PII that you disclose in publicly accessible portions of the Site may be available to other users, and may also be made available outside the Site by third parties, so you should be mindful of all PII, especially sensitive PII, that you may wish to post.

f. How to Update Your PII. If you have provided contact details on any part of the Site or Services, please use the account mechanism on the Site that allows you to change or

update your member preferences, if available, to keep all such Data accurate and up-to-date. If no such mechanism or contact information is available on the Site, contact our Privacy Policy Coordinator as described below with your changes.

4. How We Use Your Data

- a. Processing Your Requests. We use your Data to process your requests to us, whether they be for account creation, technical assistance or Content. For example, if you request materials from us, we may use your e-mail address to send you a confirmation notice and your mailing address or e-mail address to send you a download link or printed materials.
- b. Administering the Site. We also use your Data for any lawful business purpose in connection with administering the Site, including without limitation for customer service, to help diagnose problems with servers, to improve Content or products that we offer by tailoring them to your needs, to gather broad demographic information, to analyze trends, to seek compatible advertisers, sponsors, clients and customers, and to track users' movements around the Site and elsewhere on the web or across apps and/ devices.
- c. Marketing Communications. We may also use your Data to communicate with you about new features, events or products offered by us, Third Party Providers, our advertisers, sponsors and other companies and individuals with which we have a relationship. If you do not wish to receive marketing or other commercial messages from us hereinafter, simply follow the unsubscribe instructions contained within the message you receive. But note that you may continue to receive certain communications from us that are necessary for the Site, such as invoices, technical notices, updates, security alerts, and support and administrative service bulletins.
- d. Employment Opportunities. If you provide your PII to us in connection with an employment inquiry, without limiting the applicability of the rest of this Privacy Policy, we will use your PII to evaluate your job application, and for related recruiting, reporting and recordkeeping purposes. We may maintain your PII on file, whether we hire you or not, to administer your relationship with us and/or for job applicant related reporting and recordkeeping for as long as required or permitted by law.
- e. Combining Your Anonymous Data with PII. We reserve the right to merge or co-mingle anonymous, non-personally identifiable Data about you, your offline and online behavior, and/or your Device (including its geographic location), with your PII for any lawful business purpose.

5. Sharing Your Data

- a. Access by Third Party Providers. We may allow access to your Data by third party providers ("Third Party Providers") that provide us with services, such as technical maintenance, market research, community and forums management, e-commerce, personal/job search and other advertising functionality, but only for the purpose of and to the extent necessary to provide those services. There are also times when you provide Data to us in areas of the Site that may be managed or participated in by one or more

Third Party Providers. In such cases, the Data may be used by us and by such Third Party Provider(s), each pursuant to its own policies. While we may seek to require Third Party Providers to follow appropriate privacy policies and will not authorize them to use your Data except for the express purpose for which it is provided, we do not bear any responsibility for any actions or policies of third parties.

- b. Health, Safety, and Legal Requests. We reserve the right to access, use, and share with others your Data for purposes of health, safety and other matters in the public interest. We may also provide access to your Data in order to cooperate with official investigations or legal proceedings brought by or otherwise involving governmental and/or law enforcement officials, as well as private parties, including, for example, in response to subpoenas, search warrants, court orders, or other legal process. We may also provide access to protect our rights and property and those of our agents, customers, and others including to enforce our agreements, policies, and terms of service.
- c. Sharing Your Data for Marketing. Unless otherwise specified on the Site or Services, or modified by you hereinafter, you agree that we may sell or share your Data with other third parties who we think may offer or enable you to become aware of products that may be of interest to you. This Data does not include any Sensitive PII or any PII of your children. If you do not wish to have PII such as your name, email address, postal address or phone number shared with third parties for their marketing purposes, you may decline such in your account settings or you may contact our Privacy Policy Coordinator as described at the end of this document. But note that, in order for us to properly administer the Site, we must continue to share your Data with Third Party Providers as described in Section 5.a. above (if you object to such sharing, you should not use the Site). Note also that this option to opt-out applies only to PII, and not Anonymous Data.
- d. Transfer or Sale of Our Business. As our business changes, we may buy or sell various assets owned or controlled by us. In the event all or a portion of the assets are sold, assigned, transferred or acquired by another company due to merger, divestiture, restructuring, reorganization, dissolution, financing, acquisition, bankruptcy or otherwise, your Data may be among the transferred assets.

6. Cookies and Related Technologies; Do Not Track (DNT)

- a. Cookies/Local Device Storage. The Site will at times place and/or store code or other types of information and/or software on your Device or within your browser, such as cookies (including flash cookies), locally shared objects, and HTML5 (collectively, “Local Device Storage”). We and Third Party Providers may use Local Device Storage in connection with the Site for any lawful business purpose, including without limitation to determine whether you have seen a particular advertisement before on the same or different Device and to otherwise control the display of ads, to track the movements of individual users through the Site and elsewhere on the web or across apps, devices, and geographic locations, to help diagnose problems with servers, to gather broad

demographic information, to conduct research, to deliver editorial Content, to record registration and personalization information, and to otherwise administer the Site.

- b. You May Disable Local Device Storage. If you do not want Local Device Storage, your Device or browser may include an option that allows you to not accept it. However, if you disable Local Device Storage, some portions of the Site may not function properly.
- c. Tracking Technologies. In addition to Local Device Storage, we may use web beacons, web bugs, internet or pixel tags, clear gifs, digital fingerprinting (aka “Machine Identification”) and similar technologies (collectively, together with Local Device Storage, the “Tracking Technologies”) on the Site and in our communications with you, such as within e-mail and text messages and push notifications. We use Tracking Technologies to determine which of our messages have been opened by recipients, and for all or some of the same lawful business purposes we describe above for use of Local Device Storage.
- d. Do Not Track (DNT). Your browser setting may allow you to automatically transmit a “Do Not Track” (DNT) signal to websites and online services that you visit. There is no consensus among industry participants as to what DNT means in this context, and some browsers automatically apply DNT signals by default and therefore do not necessarily reflect our visitors’ choice as to whether they wish to receive advertisements tailored to their interests. As a result, like many websites and online services, we do not alter our practices when the Site receives a DNT signal from a visitor’s browser. As discussed below, you may opt out of the use of your Data for online behavioral advertising by third parties at any time. To find out more about DNT, please visit <http://allaboutdnt.com>.

7. Online Behavioral Advertising (OBA) and How to Opt-Out of OBA

- a. How OBA Works. We and our Third Party Providers may at times also use Tracking Technologies for purposes of “online behavioral advertising” (OBA). OBA allows the serving of advertisements tailored to interests you have shown by browsing on the Site and on other sites, applications, destinations, and services, using the same or a different Device. To enable OBA, we and these Third Party Providers use Tracking Technologies to collect Data including for example the make, model, settings, specifications (e.g., CPU speed, connection speed, browser type, operating system, device identifier) and geographic location of your Device, as well as date/time stamp, IP address, pages visited, time of visits, Content viewed, ads viewed, the site(s), application(s), destination(s), and/or service(s) you arrived from, and other clickstream data. The use of Tracking Technologies by Third Party Providers is subject to their own privacy policies, not this Privacy Policy, and we have no responsibility or liability in connection therewith.
- b. Opt-Out of OBA. If you do not want OBA, you may be able to opt-out by visiting <http://www.aboutads.info>, <http://www.networkadvertising.org> and/or by clicking the “Ad Choices” icon that appears in advertising served through OBA. Please note that the option to opt-out applies only to tracking by Third Party Providers across this Service and other sites, applications, destinations, and services, and not tracking among pages within the Site itself. Residents of the European Economic Area (EEA) and Switzerland have

additional options as described below in Section 12 to exercise choices with respect to OBA.

8. Transfer of Your Data Among Jurisdictions

We are a global business with headquarters in the United States. Your Data may be processed, transferred to, and maintained on, servers and databases located within the U.S. and elsewhere where the privacy laws may not be as protective as your jurisdiction. We reserve the right to transfer your Data to and from any state, province, country or other governmental jurisdiction. However, when we transfer your personal information to other countries, we will endeavor to protect that information in accordance with applicable law. Your consent to this Privacy Policy followed by your submission or our collection of such Data represents your agreement to any such transfer.

9. Data Security and Notification

- a. Security Measures. We take commercially reasonable security measures to protect against unauthorized access to, or unauthorized alteration, disclosure or destruction of, PII that you share with us.
- b. No Liability for Breach. Because no data transmission is completely secure, and no system of physical or electronic security is impenetrable, we cannot guarantee the security of the Data that you send to us or the security of servers, networks or databases, and by using the Site you agree to assume all risk in connection with your Data. We are not responsible for any loss of such Data or the consequences thereof.
- c. Breach Notification. In the event that we believe the security of your Data in our possession or control may have been compromised, we may seek to notify you. If notification is appropriate, we may notify you by e-mail, push notification, or otherwise.

10. Children's Privacy Notice

- a. Parental Consent. Protection of children and the privacy of their data are important priorities for Kinuu. To use our Services, a child must first have an account created by a parent or guardian. We do not knowingly collect, use or disclose any PII from children without parental or guardian consent, unless permitted by law. If we learn that we have collected the personal information of a child under the relevant minimum age without parental consent, we will take steps to delete the information as soon as possible. Parents who believe that their child has submitted personal information to us and would like to have it deleted may contact us at Hope@Kinuu.com.
- b. Information Collected. We require contact information for the adult creating the account and certain basic information about the child that is needed for use of the Kinuu software (such as name and date of birth). We will also collect information about your child's activities and interactions with Kinuu hardware and software. This will allow you and your

child to track learning experiences and progress. Specific additional information needs will be disclosed at the time of account creation. If you are not comfortable providing the requesting information for yourself or your child, you can simply cancel the account creation process. If you have created an account with your information, or that of your child, you can edit or delete such information, or the account altogether, in the Kinuu software.

- c. Use of Information. We use the information in the following ways: to provide, personalize, and improve our services, authenticate users' identities, to track activities and exercises, and to provide customer support. We also use the data we collect for internal purposes such as troubleshooting, protecting against errors, data analysis and testing, to develop new features and services, and to promote the safety and security of Kinuu.

11. Notice to California Customers – Your Privacy Rights

- a. Shine the Light. California's "Shine the Light" law, Civil Code Section 1798.83, gives California customers the right to prevent our disclosure of their personal information to third parties for those third parties' direct marketing purposes, and requires certain businesses to respond to requests from California customers asking about the business' practices related to disclosing personal information to third parties for the third parties' direct marketing purposes. Alternately, such businesses may have in place a policy not to disclose personal information of customers to third parties for the third parties' direct marketing purposes if the customer has exercised an option to opt-out of such information-sharing. We have such a policy in place. As discussed above in Section 5.c., if you wish to opt-out of our sharing of your Data with third parties for the third parties' direct marketing purposes or to find out more about your opt-out rights, please contact our Privacy Policy Coordinator as described below.
- b. Online Erasure. California's "Online Erasure" law, Business and Professions Code Sections 22580-22582, requires operators of certain websites and online services to allow registered users who are under the age of 18 and residents of California to request removal of Content they post. If you fit that description and posted Content on a section of our Site that is directed to minors, you may request removal of the Content by contacting our Privacy Policy Coordinator as described below. In response to your request, we may elect to make the Content invisible to other users and the public (rather than deleting it entirely), in which case the Content may remain on servers we control and/or may be publicly available elsewhere if a third party copied and reposted the Content.

12. Notice to Residents of the European Economic Area (EEA) and Switzerland under the General Data Protection Regulation

- a. Purposes of Processing. As explained in Section 4 above, we process your Data to process your requests for Services, Content or products, administer the Site, facilitate access by Third Party Providers, make marketing communications, facilitate health, safety and legal

requests, respond to your requests in connection with employment opportunities, transfer or sell our business, and to combine data sets. As explained in Sections 4 – 7, we may also use, transfer and otherwise process Data acquired from you directly or by use of Tracking Technologies, for marketing purposes, including to serve you with Online Behavioral Advertising (OBA).

- b. Legal Basis for Processing. We serve you with OBA with your consent, and you have the right to withdraw consent at any time as described in Section 7 above, by changing your account settings, or by contacting our Privacy Policy Coordinator described below. We rely on the legitimate interest basis of processing for the other activities described in subsection a. above because processing Data is necessary to provide you with our content or products and to respond to your requests, our activities are reasonably expected by our visitors, and those activities do not unduly and negatively affect the privacy rights of our visitors. When you request content or information or engage in another type of transaction with us, we may process your Data to fulfill that contract.
- c. Transfers. As described in Section 8 above, your Data may be processed in or transferred to the U.S. or elsewhere in the world. We will work to ensure that transfers of personal data to a third country or an international organization are subject to appropriate safeguards.
- d. Individual Rights. If you are a resident of the EEA or Switzerland, you are entitled to the following rights. Contact our Privacy Policy Coordinator as described below to exercise these rights. **Please note:** In order to verify your identity, we may require you to provide us with personal information prior to accessing any records containing Data.
 1. *Right to access and rectify your Data*. You have the right to obtain information about our processing of Data and a copy of your Data that we store. You have the right to request that we update your Data if it is inaccurate or incomplete.
 2. *Right to request erasure of your Data*. You have the right to have your Data erased from our systems if the Data is no longer necessary for the purpose for which it was collected or you withdraw consent and no other legal basis for processing exists.
 3. *Right to restrict our processing of your Data*. You have the right to restrict our processing if you contest the accuracy of the Data we store about you, our processing is deemed unlawful and you oppose erasure of your Data, or we no longer need the Data for the purposes for which we collected it but we must store it to comply with our legal obligations.
 4. *Right to portability of your Data*. You have the right to receive your Data and to transmit it to another controller where our processing is based on consent you gave us and was carried out by automated means.
 5. *Right to object to our processing of your Data*. You have the right to object to our processing where we process Data based on legitimate interest.

- 6. *Right to lodge a complaint.* You have the right to lodge a complaint about our Data collection and processing actions to your data protection authority. Contact details for data protection authorities are available at http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm.
- e. Time for Response. We will endeavor to respond to all requests, inquiries or concerns under this section within thirty (30) days.
- f. EEA Representative. If you are a Data Protection Authority in the EEA with questions about this policy or the Site, please contact our Privacy Policy Coordinator as described in Section 13 below.

13. Privacy Policy Coordinator

If you have any concerns or questions about any aspect of this Privacy Policy, please contact our Privacy Policy Coordinator as follows:

Email: Hope@Kinuu.com

Mail: Kinuu
Privacy Policy Coordinator
16202 State Hwy 7
Minnetonka MN 55345

Make sure to include enough information for us to help you, including for example your name, contact information, and the specific Services or Site you’re contacting us about.

Note: Only inquiries about this policy or your PII should be sent to the Privacy Policy Coordinator. No other communications will be accepted or responded to.

For communications on other matters, please contact us through the means described on the Site or in the Services, if available (for example, in the “Contact Us” section).

If you don’t agree to the terms contained in this Privacy & Cookie Policy, you must immediately exit the Site and cease use of the Services. Further, if you don’t agree to the terms herein, we may not be able to fulfill any purchase orders for products or services even if made in another means besides the Site.