

GUARDIAN PLATFORM, LLC

PRIVACY POLICY

Effective Date: March 1, 2022

Overview and Scope

We at Guardian Platform, LLC (the “Company,” “we,” “our,” or “us”) recognize the importance of protecting the privacy of personally identifiable information (“**Personal Information**” or “**PII**”) collected about you and other visitors (collectively, “**Users**”) through our website (the “**Site**”). We are committed to ensuring that your privacy is protected. To that end, this Privacy Policy (“**Policy**”) discloses our practices regarding the collection, use, and disclosure of the PII we receive through Users’ use of the Site. Unless otherwise expressly agreed to in writing, your Personal Information will be processed according to the terms of this Policy. By using the Site, you accept the terms of this Policy.

This Policy is also drafted to comply with the California Consumer Privacy Act (“**CCPA**”) (as amended by the California Privacy Rights Act (“**CPRA**”)). In addition, this Policy is applicable to data subjects within the European Economic Area and the United Kingdom (collectively, the “**EEA**”). Therefore, this Policy is drafted to comply with the E.U. General Data Protection Regulation (EU) 2016/679 and the U.K. GDPR (collectively, the “**GDPR**”). Users of the Site are under no statutory or contractual obligation, or other obligation to provide PII to us. For the purposes of compliance with the GDPR, we are the data controller of information we collect from data subjects through the Site. For the purposes of this Policy, “data subject” means an identified or identifiable natural person located in the EEA.

This Policy applies to the Site, <https://guardianplatform.io>, its subdomains, and all the websites and internet properties owned or operated by us, regardless of the medium by which the Site is accessed by Users (e.g., via a web or mobile browser).

Information We Collect

We are the sole owner of information collected on the Site. We collect several types of information from and about Users of the Site, including:

Personal Information: We may collect PII (i.e., “personal data” under the GDPR) from you when you complete forms, participate in surveys, navigate web pages, and in connection with other activities, services, features, or resources we make available on the Site. PII means any information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. PII does not include publicly available information from government records, deidentified or aggregate information, or information excluded from the scope of the GDPR or CCPA. **We do not collect Sensitive PII about you.**

The types of PII we have collected, used, stored, and disclosed in the last twelve (12) months include the following categories of information:

Category	Type(s) of Information
Identifiers	First Name, Last Name, Email, Phone Number, IP Address
Categories of PII listed in the CA Consumer Customer Records law	First Name, Last Name, Unique Personal Identifier, Online Identifier, Account Name, Professional or Employment-Related Information Information within this category may overlap with other categories.

Internet or Other Similar Network Activities	Interactions with the Site
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Deidentified Information: We may collect deidentified information from you and aggregate information that may not by itself reasonably identify you as the source when you navigate the Site (“**Deidentified Information**”). Deidentified Information may include: (i) device type, (ii) device operating system, (iii) internet browser type, (iv) internet service provider, (v) referring/exit pages, (vi) date/time stamp, and (vii) clickstream information. Deidentified Information may also include feedback we receive from you through anonymous surveys. We will take reasonable measures to ensure that Deidentified Information we collect is not personally identifiable and may not later be easily used to identify you as required by applicable law.

Children’s Information: We do not offer our services or promote the Site to, nor do we intentionally collect or retain PII from, children who are younger than 18 years of age. If we discover that we have inadvertently collected information from a child under 18 years of age, we will promptly take all reasonable measures to delete such information from our systems.

How We Collect Information

The information we collect depends on what Users do when they visit or utilize the Site. We collect PII and Deidentified Information in various ways, including:

Directly from You: We collect PII when you voluntarily submit PII to us while completing forms or surveys on the Site and in connection with other activities, services, features, or resources we make available on the Site. The PII we collect depends on what you do when you visit or utilize the Site or how you choose to communicate with us.

Through Your Use of the Site: We may collect PII and Deidentified Information that your browser transmits when you visit the Site. We may also collect Deidentified Information about how you access and interact with the Site through the use of automated tracking technologies, such as session cookies, persistent cookies, and web beacons.

A cookie is a small data file that is transferred to an internet browser, which enables the Site to remember and customize your subsequent visits. We may use session cookies to make it easier for you to navigate the Site. In particular, we may use session cookies to record session information, such as which web pages you visited and to track your activity on the Site. Session cookies expire when you close your browser. We may also use persistent cookies to track and target your interests to enhance your experience on the Site. Persistent cookies remain on your device for an extended period of time. Additionally, we may use web beacons, which are single-pixel, electronic images embedded in the Site that allow us to gather information about your browsing activities on the Site.

Most internet browsers automatically accept cookies. However, you can instruct your internet browser to block cookies or to provide you with a warning prompt before you accept cookies from the Site. Please refer to your internet browser’s instructions to learn more about these functions. If you reject cookies, the functionality of the Site may be limited and you may not be able to participate in several of the Site’s features.

From Third Party Services: We may collect PII about you from third parties whose privacy practices may differ from the practices described in this Policy. We do not make any representations or warranties concerning, and will not in any way be liable for, any informational content, products, services, software, or other materials available through third parties. Your use of third parties’ services and/or third party websites is governed by and subject to the terms and conditions of those third parties and/or third party websites. We encourage you to carefully review the privacy policies and statements of such third parties and/or third party websites.

How We Use Information

We may use Users' PII for lawful business purposes: (i) as necessary for the performance of our contract with Users, (ii) for our legitimate interests, so long as they are not overridden by Users' own rights and interests, or (iii) as required by law. These purposes include:

Delivery of Services: We may use your PII and/or Deidentified Information to deliver the services offered on the Site.

Fulfill User Requests: We may use your PII and/or Deidentified Information to fulfill any requests you may submit through the Site.

Customer Service and User Communications: We may use your PII and/or Deidentified Information to help us respond to your inquiries, questions, requests, and support needs more efficiently.

Direct Marketing: We may use your PII and/or Deidentified Information to send you promotional materials. You have the right to opt-out of receiving direct marketing.

User Experience Personalization: We may use Users' PII and/or Deidentified Information in the aggregate to analyze Users' browsing and usage activities and patterns in order to understand Users' interests and preferences with respect to the Site and our services. This will help us optimize your experience on the Site.

Business Optimization: We may use your PII and/or Deidentified Information to improve the content on our web pages, to customize the content and layout of our web pages, and in managing our everyday business needs. We may also use your feedback to improve the Site and our services. All of this is done with the intention of making the Site more useful for you.

Safety and Security: We may use your PII and/or Deidentified Information to promote the safety and security of the Site, our users, and other parties. For example, we may use the information to authenticate users, facilitate transactions, protect against fraud and abuse, respond to a legal request or claim, conduct audits, and enforce our terms and policies.

We will not collect additional categories of PII or use PII we collected for materially different, unrelated, or incompatible purposes without providing you notice.

How We Disclose Information

We may disclose Users' PII to third parties for a business purpose as described below. **Otherwise, we do not sell, rent, lease, or share PII, and will not disclose Users' PII to third parties without your permission.** The CCPA defines "sharing" as the disclosure of PII for cross-context behavioral advertising.

To Our Affiliates: We may disclose your PII to affiliates, including companies within the Guardian Platform group.

To Service Providers: We may disclose your PII to third party service providers that assist us in providing user support, communicating with Users, and promoting our services, as well as third party service providers that provide other services to us relating to our services and/or the Site.

To Other Users on the Site: We may publish PII you voluntarily provide us to other Users on the Site that engage with the content on the GHUB, our community-based directory. We will not publish your PII in this manner unless you voluntarily submit a profile on the Site.

Law Enforcement, Safety, and Legal Processes: We may disclose your PII to law enforcement or other government officials if it relates to a criminal investigation or alleged criminal activity. We may also disclose your PII: (i) if required or permitted to do so by law; (ii) for fraud protection and credit risk reduction purposes; (iii) in the good-faith belief that such action is necessary to protect our rights, interests,

or property; (iv) in the good-faith belief that such action is necessary to protect your safety or the safety of others; or (v) to comply with a judicial proceeding, court order, subpoena, or other similar legal or administrative process.

Sale or Acquisition of Assets: If we become involved in a transaction involving the sale of our assets, such as a merger or acquisition, or if we are transferred to another company, we may disclose and/or transfer your PII as part of the transaction. If the surviving entity in that transaction is not us, the surviving company may use your PII pursuant to its own privacy policies, and those policies may be different from this Policy.

Type of Information Disclosed

In the last twelve (12) months, we have disclosed the following categories of PII to third parties for a business purpose:

- Identifiers;
- Categories of PII listed in the CA Consumer Customer Records law;
- Internet or Other Similar Network Activities; and
- Geolocation Data.

Security

The security and confidentiality of your PII is very important to us. We use commercially reasonable security measures to protect your PII on the Site. However, no data transmitted over or accessible through the internet can be guaranteed to be 100% secure. As a result, while we attempt to protect your PII, we cannot guarantee or warrant that your PII will be completely secure (i) from misappropriation by hackers or from other nefarious or criminal activities, or (ii) in the event of a failure of computer hardware, software, or a telecommunications networks.

Data Retention

We will retain Users' PII (including Sensitive PII, where applicable) while they maintain an account or profile with us or to the extent necessary to provide the services through the Site. Thereafter, we will keep PII for as long as reasonably necessary: (i) to respond to any queries from Users; (ii) to demonstrate we treated Users fairly; (iii) for ordinary business continuity procedures; or (iv) to comply with any applicable laws. We delete PII within a reasonable period after we no longer need the information for the purposes set out in this Policy.

Legal Rights

GDPR Data Subject Rights

If you are a data subject located in the EEA, the GDPR grants you certain data privacy rights. Your rights include the:

- **Right to Access:** You have the right to request a copy of your PII.
- **Right to Rectification:** You have the right to request that we correct any mistakes in your PII.
- **Right to Erasure:** You have the right to request that we delete your PII.
- **Right to Restrict Processing:** You have the right to restrict processing of your PII.
- **Right to Object to Processing:** You have the right to object to our processing of your PII.
- **Right to Data Portability:** You have the right to receive your PII in a structured, commonly used and machine-readable format.
- **Right to Not be Subject to Automated Individual Decision Making:** You have the right not to be subject to a decision based solely on automated processing.

To exercise your rights, please use the Verifiable Consumer Request method described below. Please be aware that your rights (including those enumerated elsewhere in this Policy) are limited to the extent permitted by the GDPR.

CCPA California Resident Rights

If you are a California resident, the CCPA grants you certain data privacy rights. Your rights include the:

- **Right to Access**: You have the right to request a copy of the specific pieces of PII that we have collected about you in the previous twelve (12) months. The information will be delivered by mail or electronically. Upon receipt of a Verifiable Consumer Request, we will disclose:
 - The categories of PII we have collected about you;
 - The categories of sources from which PII is collected;
 - Our business purpose for collecting PII;
 - The categories of third parties with whom we share PII, if any; and
 - The specific pieces of PII we have collected about you.
- **Right to Data Portability**: You have the right to receive your PII in a portable, readily usable format that allows you to transmit your information to another entity without hindrance.
- **Right to Correct Inaccurate Information**: You have the right to request that we correct inaccurate information about you that we maintain.
- **Right to Deletion**: You have the right request that we delete your PII.
- **Right to Be Free from Discrimination**: You have the right to not be discriminated against by us for exercising any of your rights under the CCPA. Unless permitted by the CCPA, we will not:
 - Deny goods or services to you;
 - Charge different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties;
 - Provide a different level or quality of goods or services to you; or
 - Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

To exercise your rights, please use the Verifiable Consumer Request method described below. Please be aware that your rights (including those enumerated elsewhere in this Policy) are limited to the extent permitted by the CCPA.

Additional California Privacy Rights

California's "Shine the Light" law permits Users of the Site that are California residents to request certain information regarding our disclosure of PII to third parties for their direct marketing purposes. To make such a request, please contact us at the Contact Information provided below.

Verifiable Consumer Requests

If you are a California resident or a data subject located in the EEA, you can exercise your legal rights by submitting a Verifiable Consumer Request to us by:

- Emailing us at Official@GuardianPlatform.io

Only you, or someone legally authorized to act on your behalf, may make a Verifiable Consumer Request related to your PII. Making a Verifiable Consumer Request does not require you to create an account with us. You may only make a Verifiable Consumer Request for access to PII twice in a 12-month period.

The Verifiable Consumer Request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative; and

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with PII if we cannot verify your identity or authority to make the request and confirm the PII relates to you. We will only use PII provided in a Verifiable Consumer Request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We will acknowledge receipt of a Verifiable Consumer Request within ten (10) days. We endeavor to respond to Verifiable Consumer Requests within forty-five (45) days of its receipt. If we require more time (up to ninety (90) days), we will inform you of the reason and extension period in writing. Any disclosures we provide will only cover the 12-month period preceding the Verifiable Consumer Request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

We do not charge a fee to process or respond to Verifiable Consumer Requests, unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Withdraw Consent

Generally, we do not process PII based on consent. However, in the event we do, you have the right to withdraw your consent at any time, without affecting the lawfulness of the processing based on said consent before its withdrawal. If you would like to withdraw your consent, please use the Verifiable Consumer Request method described above.

Cross Border Data Transfer

To deliver the services through the Site, it may be necessary for us to share data subjects' PII outside the EEA. We may share data subject PII with Company affiliates and services providers located in the United States. In the event we transfer PII outside the EEA, we will take commercially reasonable measures to ensure the transfer complies with applicable data protection laws and PII is securely transferred. Our standard practice is to use standard contractual clauses approved by the European Commission and the UK Information Commissioner's Office to facilitate such data transfers. If you have any questions about our data transfer practices, please contact us at the Contact Information provided below.

Do Not Track Disclosure

Some internet browsers may transmit "do-not-track" signals to websites with which the browser communicates. The Site does not currently respond to these "do-not-track" signals.

SPAM

We do not participate in bulk email solicitations that you have not consented to receiving (i.e., "Spam"). We do not sell or disclose customer lists or email address lists to unrelated third parties. Except as otherwise provided herein, we do not share PII with any third party advertisers.

Third Party Links

The Site may contain links to other websites or applications ("Linked Sites") that are not owned by the Company. We do not control the collection or use of any information, including PII, which occurs while you visit Linked Sites. Therefore, we make no representations or warranties for—and will not in any way be liable for—any content, products, services, software, or other materials available on Linked Sites, even if one or more pages of the Linked Sites are framed within a page of the Site.

Furthermore, we make no representations or warranties about the privacy policies or practices of the Linked Sites, and the Company is not responsible for the privacy practices of those Linked Sites. We encourage you to be aware of when you leave the Site and read the privacy policies of Linked Sites.

Modifications

We reserve the right to update this Policy from time-to-time in our sole discretion. If our privacy practices change materially in the future, we will post an updated version of the privacy policy to the Site. It is your responsibility to review this Policy for any changes each time you use the Site. We will not lessen your rights under this Policy without your explicit consent. If you do not agree with the changes made, we will honor any opt-out requests made after the Effective Date of a new privacy policy.

Accessing, Updating, and Controlling Information

If you ever wish to access, update, change, delete, opt-out of us sharing, or otherwise control your PII, or remove or alter your user profile you may do so by contacting us at the Contact Information provided below. To help us process your request, please provide sufficient information to allow us to identify you in our records. We reserve the right to ask for additional information verifying your identity prior to disclosing any PII to you. Should we ask for verification, the information you provide will be used only for verification purposes, and all copies of the information will be destroyed when the process is complete.

If you wish to opt-out of receiving update messages and/or direct marketing communications from us, you may opt-out by (i) following any instructions included in the communication or (ii) contacting us at the Contact Information provided below. Please be aware that although you may opt-out of update messages and/or direct marketing communications, we reserve the right to email you administrative notices regarding the Site, as permitted under the CAN-SPAM Act.

We will make commercially reasonable efforts to respond to opt-out requests and handle requests to access, update, change, or delete PII without unreasonable delay and in any event within one month of receipt of a Users' request. Where circumstances require, we may extend the reply period for an additional two months. Please be aware that requests may be limited to the extent permitted by applicable law, including the GDPR.

File a Complaint

If you would like to file a complaint with us about our privacy practices, please contact us at the Contact Information provided below. If you are a data subject located in the EEA, the GDPR grants you the right to lodge a complaint with a competent supervisory authority as well. To find a competent supervisory authority, please use the following resource: https://edpb.europa.eu/about-edpb/board/members_en. UK data subjects can utilize the following resource: <https://ico.org.uk/global/contact-us/>.

Contact Information

If you have questions about this Policy or wish to contact us with questions or comments, please contact us at:

Attn: Guardian Platform Project Manager
Guardian Platform, LLC
PO Box 176, Unionville VA 22508
Official@GuardianPlatform.io

Effective Date

This Policy was last modified as of the effective date printed above. This version of the privacy policy replaces and supersedes any prior privacy policies applicable to the Site.