

Duo Marketplace, LLC-Duo Sample Station/Gosto Privacy Policy

Effective Date: October 2022

Duo Marketplace, LLC. (“Duo”) provides the Gosto Sampling System™ a multi-brand product sampling system, which includes the “Duo” Sample Station™, Gosto App™, Gosto Membership™, and Gosto Market™ (collectively Gosto™) that allows consumers to choose and sample multiple brand’s products at the same time. The free Gosto Membership/App™ (a part of the Gosto Sampling System™) helps consumers learn about the products they chose to sample including, product description, nutrition facts, product ingredients, allergen information, product certifications, product image. Additionally, through our simple rating system, consumers can learn their product preferences, both likes and dislikes and will allow them to build their own “Product Profile” to help make better purchasing decisions. If a consumer “likes” the product (thumb up) and wanted to purchase, Gosto links them directly to a purchase page online or the consumer is directed where to purchase in a brick & mortar retail store. The provided samples are free to consumers and there is no obligation to purchase any of the brand’s products sampled.

We understand the need for your privacy and want to be clear and transparent about what we collect and how we use the information we collect. This policy covers information we collect both from our websites (www.gostoapp.com and www.gostomarket.com) as well as the “Duo Sample Station” or any other Sample Station powered by the Gosto Sampling System™.

To obtain a sample or receive specific information from us you will need to sign up for a free account and become a Gosto Member™ through participating “Duo Sample Station” locations, Gosto Sample Station locations or any Sample Station powered by the Gosto Sampling System™ or our web sites. If you become a Gosto Member™ or provide us with your email address through any Sample Station powered by Gosto Sampling System™ you are not anonymous to us and you consent to the processing, storage and transfer of that information.

Information We Collect

Registration Information: When you become a Gosto Member we collect registration information, including a unique device identifier, user name, email address, zip code, phone number and password.

Profile Information: We collect information about you the products/samples you are interested in and your use of the Service. This information includes information you voluntarily provide to us, such as your name, mobile number, email address and US zip code. We may also collect information related to the product samples you have viewed, selected, and rated, coupons or other offers you have requested, received and used.

This information may be used by us for analytical purposes, and/or to provide coupons or other offers to you.

Cookies: When you access our Service we may also collect non-personally identifying information related to your use of the Service. We may send one or more “cookies” – a small data file – to your computer or mobile device to uniquely identify your browser and let us help you log in faster and enhance your navigation through the Service. A cookie may convey to us anonymous information about how you utilize the Service, and we may use such information to address targeted information, advertising or other communications to you. A persistent cookie remains on the hard drive of your device after you close your browser so that your browser can use it on subsequent uses of the Service accessed by that device. Persistent cookies can be removed by following your web browser’s directions. A session cookie is temporary and disappears when the Service session is completed. You can reset your web browser on your computer or mobile device to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Service may not function properly if the ability to accept cookies is disabled.

Log Files: When you use the Service via a computer or mobile device, our servers automatically record certain information sent by your web browser. These server logs may include information such as your web request, Internet Protocol (“IP”) address, browser type, referring/exit pages and URLs, number of clicks and how you interact with the Service, domain names, landing pages, pages viewed, mobile carrier, and other such information. **Geo-Location Information :** When you use our App, we may access, collect, monitor and/or remotely store “location data,” which may include GPS coordinates (e.g. latitude and/or longitude) or similar information regarding the location of your mobile device. Location data may convey to us information about how and where you utilize the Service. Though location data does not collect or share any personally identifiable information about you, it may be used in conjunction with personally identifiable information from other sources and may be used to provide you with information or special offers based on your location. Some features of the Service, particularly location-based offers, may not function properly if use or availability of location data is impaired or disabled.

Device Identifiers: When you access the Service by or through a mobile device, we may access, collect, monitor and/or remotely store one or more “device identifiers.” Device identifiers are small data files or similar data structures stored on or associated with your mobile device, which uniquely identify your mobile device and are used to enhance the Service for you when accessed through that device. A device identifier may be data stored in connection with the device hardware, data stored in connection with the device’s operating system or other software, or data sent by us to the device. A device identifier may convey to us information about how you use the Service through that device. Though a device identifier does not collect or share any personally identifiable information about you, it may be used in conjunction with personally identifiable information obtained from other sources. A device identifier may remain persistently on your device, to help you log in faster and enhance your use of the Service. Some features of the Service may not function properly if use or availability of device identifiers are impaired or disabled. We may access, collect and/or store device identifiers and maintain them in your profile.

Third Party Tools: We may use third party analytics tools, such as Google Analytics, to help understand the use of the Service. Many of these tools collect the information sent by your browser as part of interactions with the Service, including cookies and your IP address. These

analytics tools also receive this information and their use of it is governed by their privacy policy.

How We Use and Disclose Information

We use your email, phone number, or Gosto Membership website or app identification to send you information about samples, coupons or other special offers, of products you have “liked” (thumb up in our rating system), member communications, surveys, or newsletters. You may opt out of receiving communications that are strictly promotional by unchecking the registration box or following the opt out language contained in any promotional email. Remember, if you provide us with your mobile number or obtain a mobile application we may send communications to your phone or via the mobile application, including texts. If you elect to receive texts from us, your wireless carrier may impose a charge on incoming texts. Please check with your wireless carrier for details.

We use information we collect to operate, maintain and provide you the features and functionality of the Service, to analyze how the Service is used, diagnose service or technical problems, maintain security, personalize content, remember information to help you efficiently access your account, aggregate and monitor relevant metrics, including but not necessarily limited to the total number of visitors, traffic, and demographic patterns. We also use information we collect in order to send you samples, information, coupons or offers we believe you would be interested in receiving.

We may combine information that we may collect from you from different means online as well as offline (or through mobile applications) into one customer profile, and use that information as described in this policy.

We may provide your information, including your email address, to third parties for the purposes of sending you promotional materials regarding their goods and/or services. You may opt out of receiving such communications by unchecking the registration box or following the third party’s opt out procedures. Please note that once you consent to receive communications from a third party you will need to communicate with the third party in order to opt out of receiving their communications.

Recommend to Friend: If you choose to use our invitation service to invite a friend to use the Service or recommend a product, we will ask you for that person’s email address and automatically send an email invitation or product information. We store this information to send this email, to register your friend if your invitation is accepted, and to track the success of our invitation service. If you utilize a social media application to perform the invitation, we will receive the information directly from the social media service and maintain that information.

The Service may allow you to send information to your friends or others who you feel may be interested in receiving such information. To use this feature you provide us with certain information about the receiving party. Any information you provide in connection with sending such other party the message, such as your name and your email address will, of course, be disclosed to such other party. While, due to technical restrictions, the recipient’s information

may be retained in our systems as required for delivery and logging, we do not knowingly share it with third parties and we do not use this information except to send this one-time message (unless the recipient has independently consented to such use of his/her as part of a membership with us).

Behavioral Information: We may display or send targeted coupons, offers or advertisements to you while you are on and off the Service based on information we obtain from you, about you and/or from third parties.

Service Providers: We may provide your information to service providers who assist us in providing you with the Service and other information and services you are requesting from us. These service providers may include computer hosting services, email or mobile device communication companies. We have agreements with service providers which provide that your information can only be used in connection with providing services for us in connection with providing you the Service.

Business Transfers: As we develop our business, we may buy or sell assets or business offerings. Customer information is generally one of the transferred business assets in these types of transactions. We may also transfer or assign such information in the course of corporate divestitures, mergers, or dissolution or discussions regarding same.

Third Parties: We may share your information with a third party application with your consent, for example when you choose to access the Service through such an application. We are not responsible for what those parties do with your information, so you should make sure you review the privacy policy of your Card issuer or the application you request us to share information with.

Compliance with Laws and Law Enforcement: We may disclose your personal information if required to do so by law or subpoena or if we believe that it is reasonably necessary to comply with a law, regulation or legal process; to protect the safety of any business, person or member; to address fraud, security or technical issues; or to protect our rights or property or the rights of others. We may in our sole discretion elect in good faith to cooperate with any law enforcement agency requesting assistance with an official investigation by disclosing and/or sharing with such agency any and all information, data and/or content connected with you and/or your use of the Service. We may also, but need not, in our sole discretion, initiate a report to any law enforcement agency where it is reasonably suspected that unlawful activity may occur, or may have occurred, including but not limited to disclosing and/or sharing information, data and/or content connected with you and/or the Service.

Security

Information received by us through the Service is stored and processed on secured servers and computers we control in the U.S. We use (and our service providers use) reasonable technical and administrative security measures designed to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. Some of the safeguards we use are firewalls, data encryption, physical access controls to data centers, and information access authorization controls. While we

have implemented reasonable security measures please keep in mind that “perfect security” does not exist, and no transmission of information is guaranteed to be completely secure. Unauthorized entry or use, hardware or software failure, and other factors may compromise data security. You acknowledge and agree to assume this risk when communicating with us and utilizing the Service. Please remember that you are responsible for maintaining the confidentiality and security of any member name and password you use in connection with the Service. If you believe that your account information is being used in an unauthorized fashion, you must contact us immediately.

Access to Information

You may review and request amendments to the information that we maintain in your profile. You may access the information by contacting us at the address below. We may request documentation to identify you and/or support any amendments to your information that are requested.

Children

The Service is intended for persons over the age of 13 years of age. We do not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to utilize the Service. If we become aware that we have collected personal information from an individual under age 13 we will take steps to remove that information and terminate that membership/account.

International Users

If you are located outside of the United States, your information will be transferred to the United States for processing. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that you are transferring information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. and the use and disclosure of information about you, including personal information, as described in this Privacy Policy.

Mobile Applications

Our customer mobile applications (each an “App”) are made available to you for use in connection with such activities as finding our locations and receiving coupons and other special offers from us. We may collect and use non-personally identifiable (e.g. geo-location) and personally identifiable (e.g. device id or e-mail address) information through each App solely for the purpose of providing you with the information you request in using the App as well as providing notifications and other information relevant to the App and/or special offers from us.

We may collect precise geo-location data, passwords, email addresses, and profile information requested through the App.

Information we collect is used for the purpose of the App and communicating with you. Information may be disclosed to third parties for marketing purposes, and service providers who assist us in completing transactions and helping us communicate with you.

Limitation of Liability

By providing us with any personal information you expressly and unconditionally release and hold us harmless from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the use and/or misuse of the information. In addition, while we take efforts to ensure the proper and appropriate use of data by our service providers and third parties (e.g. card issuers) that may receive your information from us, we cannot be liable for any injuries, loss or damage of any kind arising from or in connection with the use and/or misuse of your information caused by those service providers and third parties.

Changes to the Privacy Policy

If we change our Privacy Policy, we will post those changes on our site to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it. Changes to this Privacy Policy are effective when they are posted. We post the date.

Your Privacy Rights in California

If you are a California resident, you have the right to request information about how we share certain categories of personal information with third parties. California law gives you the right to send us a request at a designated address to receive the following information:

- the categories of information we disclosed to third parties for their direct marketing purposes during the preceding calendar year;
- the names and addresses of the third parties that received that information; and
- if the nature of the third party's business cannot be determined from their name, examples of the products or services marketed.

We may provide this information in a standard format that is not specific to you. The designated email address is:

How We Share Information with Third Parties

Duo may share non-personal information, such as Usage Information, aggregated user statistics, and information that has been hashed or otherwise de-identified, with third parties in our discretion, including for targeted advertising purposes. Duo may share information we have collected about you as disclosed at the time you provide your information, as described in this Privacy Policy, with your consent, and in the following circumstances:

When You Direct that we Share Your Information: We may share information when you direct that we do so. For example, you may be presented with an opportunity to receive information and/or marketing offers from one or more third parties. If you agree at that time to

have your personal information shared, your personal information will be disclosed to that third party (or parties) and will be subject to their privacy practices. Or, you may choose to interact with a third party application or feature, through which information about you is shared. Please note that we are not responsible for the privacy practices of third parties. If you later decide that you no longer want to receive communications from a third party, you will need to contact that third party directly.

Service Providers: We may provide information about you with third-party service providers to enable them to perform services on our (or your) behalf. These third parties may include computer hosting services, data matching services, and email or mobile communication companies.

Sweepstakes, Contests, and Promotions: We may offer sweepstakes, contests, or other promotions (any, a "Promotion") that may require registration. By participating in a Promotion, you agree to the conditions or official rules that govern the Promotion, which may involve specific requirements (including allowing the sponsor(s) of the Promotion to use your name, voice, likeness, or other indicia of persona in advertising or marketing materials, except where prohibited by law). If you choose to enter a Promotion, personal information may be disclosed to third parties or the public in connection with administering the Promotion, such as in connection with winner selection, prize fulfillment, as required by law, or as permitted by the Promotion's terms or official rules.

Administrative and Legal Reasons: Duo may transfer and disclose information, including your personal information, Usage Information, and Device Identifier with third parties if required to do so by law or subpoena or if we believe that it is reasonably necessary to comply with a law, regulation or legal process; to address fraud, security or technical issues; to protect our rights, property, safety, security, or that of other users or the public. We may in our sole discretion elect in good faith to cooperate with copyright owners, Internet service providers, wireless service providers or any law enforcement agency requesting assistance with an official investigation by disclosing and/or sharing with such agency any and all information, data and/or content connected with you and/or your use of the Services. We may also, but need not, in our sole discretion, initiate a report to any law enforcement agency where it is reasonably suspected that unlawful activity may occur, or may have occurred, including sharing information connected with you and/or the Services.

Business Transfers: In the event Duo goes through a transition such as being sold, has all or a portion of its assets acquired or transferred, whether voluntary or involuntary (such as through bankruptcy), or merges or becomes affiliated with any other division, individual, or entity (such as during the course of any due diligence process), any customer information owned or under the control of Duo (including your personal information) will likely be one of the transferred assets. We reserve the right, as part of this type of transaction, to assign or otherwise transfer your information (including your personal information) and other information we have collected from users of the Services. By providing your personal information, you agree that we may transfer such information to the acquiring entity without your further consent.

Third Party Advertising and Analytics Companies and Similar Third Parties

Duo, at their discretion, may work with network advertisers, ad agencies, and other advertising partners to serve Duo ads online and to serve ads through Gosto™. We may use information we have learned about you to target ads to you and to allow third parties, such as the companies that provide the products you sample, to target ads to you. We may also use analytics providers to provide us with information regarding the use of the Duo Services and the effectiveness of our advertisements.

These third parties may set and access their own tracking technologies on your device (including cookies and web beacons), and they may otherwise collect or have access to information about you, some of which may be personal information under various state laws. And, we our third party advertising and analytics providers may collect personal information over time when you visit the Services or other online websites and services.

We may share non-personal information, including information that has been hashed or otherwise de-identified, aggregated user statistics, and Usage Information, directly or indirectly through third party service providers, with third party advertising companies, analytics providers, and other third parties, including for the purpose of serving you more relevant ads. In addition, we may share personal information with third parties who combine and link information from Duo with information from other sources. These third parties may then make non-personal information available to third-party advertisers, including information about your interests and preferences, to enable them to serve you more relevant ads. See the "[Access to Information and Your Choices](#)" section for information on how you may opt-out from our sharing your personal information with these advertising related third parties.

Some of these third party advertising and analytics providers are members of the Network Advertising Initiative ("NAI") or the Digital Advertising Alliance ("DAA") Self-Regulatory Program for Online Behavioral Advertising. You may want to visit http://www.networkadvertising.org/managing/opt_out.asp, which provides information regarding targeted advertising and "opt-out" procedures of NAI members. You may also want to visit <http://www.aboutads.info/choices/>, which provides information regarding targeted advertising and offers an "opt-out" by participating companies in the DAA Self-Regulatory Program.

Google Analytics uses cookies and similar technologies to collect and analyze information about the use of the Services and report on activities and trends. This service may also collect information regarding the use of other websites, apps, and online resources. You can learn about Google's practices by going to [google.com/policies/privacy/partners](https://policies.google.com/privacy/partners) and opt out of them by downloading the Google Analytics opt-out browser add-on, available at tools.google.com/dlpage/gaoptout.

For mobile applications, you may be able to limit certain advertising practices using the settings on your phone, tablet, or other mobile device. Also, on most mobile devices, you can install the DAA's AppChoices app to make choices about cross-app interest-based advertisements from participating third parties. You may review additional information on opting out of mobile devices at <https://www.networkadvertising.org/mobile-choice/>. If you are a California resident, please see our "Notice to California Residents".

Please note that opting out through these mechanisms does not opt you out of being served advertising. You will continue to receive generic ads while online.

How We Respond to "Do Not Track" Signals

Some Internet browsers may be configured to send "Do Not Track" signals to the online services that you visit. There is no consensus among industry participants as to what "Do Not Track" means in this context. Like many websites and online services, our Site does not alter its practices when we receive a "Do Not Track" signal from a visitor's browsers except as specifically required by law. To find out more about "Do Not Track," please visit www.allaboutdnt.com.

Third Party Links & Content

The Services may link to or incorporate websites or content hosted and served by third parties over which we have no control, and which are governed by the privacy policies and business practices of those third parties. Duo is not responsible for the privacy practices or business practices of any third party.

Security

Information received by us through the Service is stored and processed on secured servers and computers we control in the U.S. We use commercially reasonable technical and administrative security measures designed to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration of your personal information. Some of the safeguards we use are firewalls, data encryption, physical access controls to data centers, and information access authorization controls. While we have implemented reasonable security measures please keep in mind that "perfect security" does not exist, and no transmission of information over the Internet or your mobile device is guaranteed to be completely secure. For example, unauthorized entry or use, hardware or software failure, and other factors may compromise data security. We cannot warrant or ensure the security of any information we collect. You acknowledge and agree to assume this risk when communicating with us and utilizing the Service.

Please remember that you are responsible for maintaining the confidentiality and security of any member name and password you use in connection with the Service. If you believe that your account information is being used in an unauthorized fashion, you must contact us immediately. You are also responsible for all use of the Service resulting from your Retailer Credentials, password, user id.

Children

The Service is intended for persons over the age of 16 years of age. We do not knowingly collect or solicit personal information from anyone younger than the age of 16 or knowingly allow such persons to utilize the Services. Certain Retailers may impose additional age restrictions concerning the use of the Services. If we become aware that we have collected personal

information from an individual under age 16 we will take steps to remove that information and terminate that membership/account.

Access to Information and Your Choices

You may review and request amendments to the information that we maintain in your profile. You may access and update certain information by logging into your account and you may request information or corrections by contacting us using the contact information below. We may request documentation to identify you and/or support any amendments to your information that are requested.

You may be able to change your preferences with regard to communications you receive from us by logging into your account. You may opt out of receiving email communications that are strictly promotional by unchecking the registration box or following the opt-out language contained in any promotional email. Please note that we reserve the right to send you certain communications relating to your account or use of the Services (for example, responses to communications we receive from you or updates to our policies) and these transactional account messages may be unaffected if you opt-out from marketing communications.

Remember, if you provide us with your mobile number or interact with us through a mobile application, we may send communications to your phone or via the mobile application, including texts. If you elect to receive texts from us, your wireless carrier may impose a charge on incoming texts. Please check with your wireless carrier for details. You may opt-out of text messages sent by Duo by replying "STOP" to any text message we send to you. If you have opted in to receive push notifications from our mobile application(s), you can turn off push notifications in your device settings.

You can turn off our collection of GPS location data on your device through your device settings.

If you do not want us to share your email address, or other personal information we have associated with your email address, with third party advertising-related companies in order to market and advertise to you online based on your interests and preferences, and to perform related services such as measurement and analytics, please visit our [Do Not Sell My Personal Information](#) page to opt-out.

Other Privacy Rights

If you are a California resident, please see our "Notice to California Residents" for additional information about how to exercise your privacy rights. If you are a Nevada resident, please see our "Notice to Nevada Residents" for more information on additional rights you may have.

International Users

Duo is a United States company. If you are located outside of the United States, you acknowledge that the information we collect will be transferred to and processed in the United

States If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that you are transferring information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you unambiguously consent to the transfer of information to the U.S. and the use and disclosure of information about you as described in this Privacy Policy. Personal Information processed or stored in another jurisdiction may be subject to access requests from governments, courts, or law enforcement in accordance with the laws of that jurisdiction.

Limitation of Liability

By providing us with any personal information you expressly and unconditionally release and hold us harmless from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the use and/or misuse of the information. In addition, while we take efforts to ensure the proper and appropriate use of data by our service providers and third parties (e.g. Retailers) that may receive your information from us, we cannot be liable for any injuries, loss or damage of any kind arising from or in connection with the use and/or misuse of your information caused by those service providers and third parties.

Changes to the Privacy Policy

To the extent allowed by applicable law, Duo reserves the right to change this Privacy Policy at any time without prior notice. We will post those changes on our site to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it. We may also provide notice to you through contact information we have about you. Changes to this Privacy Policy are effective immediately when they are posted unless another date is provided.

Contact Information

If you have any questions about our Privacy Policy, or would like to review the information we have collected regarding you, or opt-out of receiving marketing communications, please contact us at sales@duomarketpalce.com.

Notice to Nevada Residents

Duo does not currently sell your covered information as those terms are defined under applicable Nevada law. However, you may still submit an opt-out request and we will honor that request as required by Nevada law if Duo were to ever engage in such a sale in the future. If you are a Nevada resident and would like to opt-out of future sales of your covered information, please submit your request to sales@duomarketplace.com. You may also be required to take reasonable steps as we determine from time to time in order to verify your identity and/or the authenticity of the request. Duo will respond to your request within sixty (60) days either confirming that your request has been processed or indicating that we need an additional thirty (30) days to complete the request.

Notice to California Residents

1. California Privacy Notice

Effective Date: January 7th, 2022.

This California Privacy Notice sets forth disclosures and rights for California Consumers regarding their Personal Information, as required by the California Consumer Privacy Act ("CCPA"). Terms (including defined capitalized terms) used in this California Privacy Notice have the same meanings given in the CCPA and the regulations of the Attorney General implementing the CCPA, unless otherwise defined.

Personal Information Duo Collects

The Personal Information we collect about you will depend upon how you use our Services or otherwise interact with us. Accordingly, we may not collect all of the below information about you. In addition to the below, we may also collect and/or use additional types of information, and will do so after providing notice to you and obtaining your consent to the extent such notice and consent is required by the CCPA.

Category of Personal Information Collected	Categories of Sources from which the Information was Collected	Business or Commercial Purpose(s) for which Information is Collected	Categories of Third Parties to whom this type of Personal Information is Disclosed for a Business Purpose	Categories of Third Parties to Whom this Type of Personal Information is Sold
<p>Identifiers</p> <p><i>This category includes information such as name, contact information ,phone number, email and online or device identifiers.</i></p>	<p>We may collect this type of information from:</p> <ul style="list-style-type: none"> • Cookies and Tracking Technologies • Third Party Social Media Companies, • Third Party Business Partners, such as data analytics providers, advertising networks, or joint marketing partners 	<p>We may use this type of information:</p> <ul style="list-style-type: none"> • To allow you to participate in the Services, such as to provide you with information, samples and coupons, • To personalize your experience and tailor content we display to you, such as advertising, recommendations, coupons, promotions, and offers we display to you, both through the Services and elsewhere online, • To process information you provide via your account registration with the Services, • To send you information about samples, coupons or other special offers, samples of products we think you may be interested in, surveys, and newsletters (on behalf of us and/or our business partners) 	<p>We may disclose this type of information to:</p> <ul style="list-style-type: none"> • Service Providers, • Retailers (as described in our Privacy Policy), • Third parties we partner with for contests, sweepstakes, or promotions, • Third party advertising and analytics companies, • Third parties who may acquire your information as a result of a merger, acquisition or other 	<p>Marketing Partners (we share certain information considered "personal" under the CCPA to better market to you and to allow others to do so).</p>

		<p>using your email, Device Identifier, mailing address, the Retailer's identifier or other information provided to or collected by Duo,</p> <ul style="list-style-type: none"> • To communicate with you regarding your use of the Services administrative communications, including, in order discretion, changes to this Privacy Policy, the Terms of Use, or any of our other terms or policies, • To operate, maintain and provide you the features and functionality of the Services, • To protect and secure our Services and our customers from errors, misuse of the Services, fraud, or any criminal activity, • To analyze how the Services are used, diagnose and troubleshoot problems, resolve disputes, and enforce applicable agreements and policies for the Services, • For internal business purposes such as to improve our Services or our products and offerings and to comply with regulatory and legal obligations, or • For any other purposes consistent with this Privacy Policy, as disclosed at the time you provide your information, or otherwise with your consent. 	<p>ownership transition,</p> <ul style="list-style-type: none"> • Third parties or affiliated companies when you agree to or direct that we share your information with them, • Other third parties (including government agencies) as required by law or in connection with court proceedings (such as pursuant to subpoenas or court orders). 	
<p>Any categories of personal information described in subdivision (e) of Section 1798.80</p> <p><i>This category includes name, address, and phone number, information about your employment or education, and other categories</i></p>	<p>We may collect this type of information from:</p> <ul style="list-style-type: none"> • Consumer, Cookies and Tracking Technologies, • Third party Social Media Companies, • Third Party Business Partners, such as data analytics providers, advertising networks, or joint marketing partners 	<p>We may use this type of information:</p> <ul style="list-style-type: none"> • To allow you to participate in the Services, such as to provide you with information, samples and coupons, • To personalize your experience and tailor content we display to you, such as advertising, recommendations, coupons, promotions, and offers we display to you, both through the Services and elsewhere online, 	<p>We may disclose this type of information to:</p> <ul style="list-style-type: none"> • Service Providers, • Retailers (as described in our Privacy Policy), • Third parties we partner with for contests, sweepstakes, or 	<ul style="list-style-type: none"> • Retail Partners (we provide certain data to retail partners when you interact with a Duo in one of their stores, as described in our Privacy Policy, which may be considered a "sale" under California law) • Marketing Partners (we share certain

<p><i>of information classified as "personal" under this California law.</i></p>		<ul style="list-style-type: none"> • To process information you provide via your account registration with the Services, • To send you information about samples, coupons or other special offers, samples of products we think you may be interested in, surveys, and newsletters (on behalf of us and/or our business partners) using your email, Device Identifier, mailing address, the Retailer's identifier or other information provided to or collected by Duo, • To communicate with you regarding your use of the Services administrative communications, including, in order discretion, changes to this Privacy Policy, the Terms of Use, or any of our other terms or policies; • To operate, maintain and provide you the features and functionality of the Services, • To protect and secure our Services and our customers from errors, misuse of the Services, fraud, or any criminal activity, • To analyze how the Services are used, diagnose and troubleshoot problems, resolve disputes, and enforce applicable agreements and policies for the Services, • For internal business purposes such as to improve our Services or our products and offerings and to comply with regulatory and legal obligations, or • For any other purposes consistent with this Privacy Policy, as disclosed at the time you provide your information, or otherwise with your consent. 	<p>promotions,</p> <ul style="list-style-type: none"> • Third party advertising and analytics companies, • Third parties who may acquire your information as a result of a merger, acquisition or other ownership transition, • Third parties or affiliated companies when you agree to or direct that we share your information with them, • Other third parties (including government agencies) as required by law or in connection with court proceedings (such as pursuant to subpoenas or court orders). 	<p>information considered "personal" under the CCPA to better market to you and to allow others to do so).</p>
<p>Commercial information</p> <p><i>This category includes, for example, payment</i></p>	<p>We may collect this type of information from:</p> <ul style="list-style-type: none"> • Consumer, • Retailers (as described 	<p>We may use this type of information:</p> <ul style="list-style-type: none"> • To allow you to participate in the Services, such as to provide you with information, samples and 	<p>We may disclose this type of information to:</p> <ul style="list-style-type: none"> • Service Providers, 	<ul style="list-style-type: none"> • Retail Partners (we provide certain data to retail partners when you interact with a Duo in one of their stores, as

<p><i>information you provide for goods, services, customer service records, and information about the products you have purchased.</i></p>	<p>in our Privacy Policy),</p> <ul style="list-style-type: none"> • Third Party Business Partners, such as data analytics providers, advertising networks, or joint marketing partners. 	<p>coupons,</p> <ul style="list-style-type: none"> • To personalize your experience and tailor content we display to you, such as advertising, recommendations, coupons, promotions, and offers we display to you, both through the Services and elsewhere online, • To operate, maintain and provide you the features and functionality of the Services, • To protect and secure our Services and our customers from errors, misuse of the Services, fraud, or any criminal activity, • For internal business purposes such as to improve our Services or our products and offerings and to comply with regulatory and legal obligations, or • For any other purposes consistent with this Privacy Policy, as disclosed at the time you provide your information, or otherwise with your consent. 	<ul style="list-style-type: none"> • Retailers (as described in our Privacy Policy), • Third parties we partner with for contests, sweepstakes, or promotions, • Third party advertising and analytics companies, • Third parties who may acquire your information as a result of a merger, acquisition or other ownership transition, • Third parties or affiliated companies when you agree to or direct that we share your information with them, • Other third parties (including government agencies) as required by law or in connection with court proceedings (such as pursuant to subpoenas or court orders). 	<p>described in our Privacy Policy, which may be considered a "sale" under California law)</p> <ul style="list-style-type: none"> • Marketing Partners (we share certain information considered "personal" under the CCPA to better market to you and to allow others to do so).
<p>Internet or other electronic network activity information</p> <p><i>This category includes information about the web browser and operating system you are using, the website or ad that referred you to the Services, areas of the Services that you visited, and terms entered into a</i></p>	<p>We may collect this type of information from:</p> <ul style="list-style-type: none"> • Consumer, • Retailers (as described in our Privacy Policy), • Cookies and Tracking Technologies, • Third Party Social Media Companies, • Third Party Business Partners, such as data analytics providers, 	<p>We may use this type of information:</p> <ul style="list-style-type: none"> • To allow you to participate in the Services, • To personalize your experience and tailor content we display to you, such as advertising, recommendations, coupons, promotions, and offers we display to you, both through the Services and elsewhere online, • To operate, maintain and provide you the features and functionality of the Services, 	<p>We may disclose this type of information to:</p> <ul style="list-style-type: none"> • Service Providers, • Retailers (as described in our Privacy Policy), • Third party advertising and analytics companies, • Third parties who may acquire your information as a result of a merger, 	<p>Marketing Partners (we share certain information considered "personal" under the CCPA to better market to you and to allow others to do so).</p>

<p><i>search engine that led you to the Services.</i></p>	<p>advertising networks, or joint marketing partners,</p> <ul style="list-style-type: none"> • Third Party Data Resellers. 	<ul style="list-style-type: none"> • To protect and secure our Services and our customers from errors, misuse of the Services, fraud, or any criminal activity, • To analyze how the Services are used, diagnose and troubleshoot problems, resolve disputes, and enforce applicable agreements and policies for the Services, • For internal business purposes such as to improve our Services or our products and offerings and to comply with regulatory and legal obligations, or • For any other purposes consistent with this Privacy Policy, as disclosed at the time you provide your information, or otherwise with your consent. 	<p>acquisition or other ownership transition,</p> <ul style="list-style-type: none"> • Third parties or affiliated companies when you agree to or direct that we share your information with them, • Other third parties (including government agencies) as required by law or in connection with court proceedings (such as pursuant to subpoenas or court orders). 	
<p>Geolocation data</p> <p><i>This is the precise location (e.g., within 16 ft.) of the device you are using, which we believe Duo may collect, at least through its mobile app.</i></p>	<p>We may collect this type of information from:</p> <ul style="list-style-type: none"> • Consumer, • Retailers (as described in our Privacy Policy), 	<p>We may use this type of information to:</p> <ul style="list-style-type: none"> • To allow you to participate in the Services, such as to enable you to find our Duo kiosk locations, • To send you information about samples, coupons or other special offers based on your location, or • For any other purposes consistent with this Privacy Policy, as disclosed at the time you provide your information, or otherwise with your consent. 	<p>We may disclose this type of information to:</p> <ul style="list-style-type: none"> • Service Providers, • Retailers (as described in our Privacy Policy), • Third parties who may acquire your information as a result of a merger, acquisition or other ownership transition, • Third parties or affiliated companies when you agree to or direct that we share your information with them, • Other third parties (including government agencies) as required by law or in connection with court proceedings (such as pursuant to subpoenas or court orders). 	<ul style="list-style-type: none"> • Retail Partners (we provide certain data to retail partners when you interact with a Duo in one of their stores, as described in our Privacy Policy, which may be considered a "sale" under California law) • Marketing Partners (we share certain information considered "personal" under the CCPA to better market to you and to allow others to do so).

<p>Inferences drawn from any of the information identified above to create a profile about a consumer</p> <p><i>These inferences may relate to your perceived interests, preferences, characteristics, or behavior.</i></p>	<p>We may collect this type of information from:</p> <ul style="list-style-type: none"> • Consumer, • Cookies and Tracking Technologies, • Third Party Social Media Companies, • Third Party Business Partners, such as data analytics providers, advertising networks, or joint marketing partners, • Third Party Data Resellers. 	<p>We may use this type of information:</p> <ul style="list-style-type: none"> • To personalize your experience and tailor content we display to you, such as advertising, recommendations, coupons, promotions, and offers we display to you, both through the Services and elsewhere online, • For internal business purposes such as to improve our Services or our products and offerings, or • For any other purposes consistent with this Privacy Policy, as disclosed at the time you provide your information, or otherwise with your consent. 	<p>We may disclose this type of information to:</p> <ul style="list-style-type: none"> • Service Providers, • Retailers (as described in our Privacy Policy), • Third parties we partner with for contests, sweepstakes, or promotions, • Third party advertising and analytics companies, • Third parties who may acquire your information as a result of a merger, acquisition or other ownership transition, • Third parties or affiliated companies when you agree to or direct that we share your information with them, • Other third parties (including government agencies) as required by law or in connection with court proceedings (such as pursuant to subpoenas or court orders). 	
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Exercising Your California Access, Deletion, and Do-Not-Sell Rights

California Consumers have the right to request: (1) that we disclose to you what Personal Information we collect, use, disclose, and sell, including the right to request that we provide to you the specific pieces of Personal Information we have collected about you in the prior 12 months ("Right to Know"); (2) that we delete the Personal Information we collect about you ("Right to Delete"); and, (3) to opt-out from the sale of Personal Information, all subject to exceptions set forth in the CCPA. More information on each of these rights is below.

Authorized Agents

If you are an agent submitting a request on a consumer's behalf, please follow the instructions below for submitting a request and indicate you are an agent. You may also contact us at sales@duomarketplace.com or call us at (877) 398-4405. We will also ask you to submit a declaration signed by the individual who is the subject of the request authorizing you to make the request on their behalf. The written permission must state your full legal name, the full legal name of the individual who is the subject of the request, and needs to be clear about the permission granted. Alternatively, you may submit a copy of a power of attorney under Probate Code sections 4000-4465. The consumer's identity, in addition to your own, will need to be independently verified in order for us to be able to fulfill your request. We may also ask the consumer to directly confirm with us that they provided you permission to submit a request. Please keep in mind that if we do not receive adequate proof of identity and that you are authorized to act on the consumer's behalf, we may deny the request.

How to Make a Request to Know or Request to Delete

If you are a California consumer and would like to request information about the Personal Information we have collected about you in the prior 12 months or request that we delete information, please contact us at sales@duomarketplace.com or complete this form: [CA Request My Personal Information](#).

If you are a California consumer and would like to request that we delete information we have collected from you, please contact us at sales@duomarketplace.com

You may also call us toll-free at (877) 398-4405.

Verifying Requests

When submitting your request, please provide your first and last name, phone number and email address that you have previously provided to Duo, which we will use to verify your request.

If we are unable to verify that the individual submitting the request is the same individual about whom we have collected information (or someone authorized by that individual to act on their behalf), we will not be able to process the request.

Requests to Know

In order to have us provide specific pieces of information, we will require a signed declaration under penalty of perjury that you are the consumer whose Personal Information is the subject of the request.

Requests to Delete

To ensure that we do not delete your personal information in response to a fraudulent request, once you submit the request, we may follow up to confirm that you want your information to be deleted.

Right To Opt-Out of the Sale of Personal Information

The CCPA also provides a right to California residents to request to opt-out of the sale of Personal Information. As we describe in our privacy policy above, we exchange certain information with third parties, some of which may be considered a "sale" under the CCPA under certain circumstances. If you are a California resident and would like to opt-out of this type of sharing, [click here](#). You may also call us toll-free at (877) 398-4405

Users Younger than 16

Duo does not knowingly sell Personal Information of minors younger than 16 years of age.

Right to Non-Discrimination for the Exercise of a Consumer's Privacy Rights

California consumers have the right to not receive discriminatory treatment for exercising CCPA rights. We will not discriminate against you for exercising your CCPA rights.

Contact for More Information

You can contact us for more information by writing us at Duo Marketplace, LLC PO BOX 901 Farmington UT 84025 or by emailing sales@duomarketplace.com

2. YOUR CALIFORNIA PRIVACY RIGHTS/SHINE THE LIGHT

If you are a California resident, you have the right to request information about our sharing of certain categories of personal information, as defined by applicable law, with third parties for their own direct marketing purposes during the preceding calendar year. We may provide this information in a standard format that is not specific to you. If you are a California resident, the designated email address for these requests is sales@duomarketplace.com and the designated mailing address for these requests is Duo Marketplace, LLC PO BOX 901 Farmington UT 84025. You must put the statement "Your California Privacy Rights" in the subject field of your email or include it in your writing if you choose to write to us at the designated mailing address. You must include your name, street address, city, state, and ZIP code. We are not responsible for notices that are not labeled or sent properly, or do not have complete information.

Contact Information

If you have any questions about our Privacy Policy, or would like to review the information we have collected regarding you, or opt-out of receiving marketing communications, please contact us at sales@duomarketplace.com.

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