

Privacy Policy

Last Updated: July 6 , 2016

NUTRICOUNT PRIVACY POLICY

This Privacy Policy is intended to inform you about how we treat Personal Information that we process about you. If you do not agree to any part of this Privacy Policy, then we cannot provide access to the Site or Services to you, and you should stop accessing the Site and deactivate your NUTRICOUNT account. You can find out more about how to deactivate your NUTRICOUNT account at NUTRICOUNT.IO

DEFINITIONS

This Privacy Policy should be read in conjunction with the Nutricount Terms of Service. Where the definition of a term does not appear in this Privacy Policy, it shall be given its definition as outlined in our Terms of Service NUTRICOUNT.IO/TERMS.

"Aggregated Information" means information about all of our users or specific groups or categories of users that we combine together so that it no longer identifies or references an individual user.

"Data Controller" means NUTRICOUNT, the company responsible for the use and processing of Personal Information.

"Personal Information" means information relating to a living individual who is or can be identified either from that information or from that information in conjunction with other information that is in, or is likely to come into, the possession of the Data Controller.

WHAT TYPES OF INFORMATION DOES NUTRICOUNT GATHER ABOUT ITS USERS?

1. Information that you give us

We receive, store and process information that you make available to us when accessing or using the Site using the Services. Examples include when you:

fill in any form on the APP, such as when you register or update the details of your NUTRICOUNT Account, send pictures, or when you supply ID verification information; access or use the APP

link your account on a third party site (e.g. Facebook) to your NUTRICOUNT Account, in which case we will obtain the Personal Information that you have provided to the third party site, to the extent allowed by your settings with the third party site and authorized by you; and communicate with NUTRICOUNT.

2. Log Data

We may also receive, store and process Log Data, which is information that is automatically recorded by our servers whenever you access or use the Site, regardless of whether you are registered with NUTRICOUNT or logged in to your NUTRICOUNT Account, such as your IP Address, the date and time you access or use the Site, the hardware and software you are using, referring and exit pages and URLs, the number of clicks, pages viewed and the order of those pages, and the amount of time spent on particular pages.

3. Cookies and other Tracking Technologies

NUTRICOUNT uses cookies and other similar technologies on the Site. We may also allow our business partners to use their cookies and other tracking technologies on the Site. As a result, when you access or use the Site, you will provide or make available certain information to us and to our business partners.

While you may disable the usage of cookies through your browser settings, we do not change our practices in response to a "Do Not Track" signal in the HTTP header from your browser or mobile application. We track your activities if you click on advertisements for NUTRICOUNT services on third party platforms such as search engines and social networks, and may use analytics to track what you do in response to those advertisements.

We may, either directly or through third party companies and individuals we engage to provide services to us, also continue to track your behavior on our own Site for purposes of our own customer support, analytics, research, product development, fraud prevention, risk assessment, regulatory compliance, investigation, as well as to enable you to use and access the Site and pay for your activities on the Site. We may also, either directly or through third party companies and individuals we engage to provide services to us, track your behavior on our own Site to market and advertise our services to you on the Site and third party websites. Third parties that use cookies and other tracking technologies to deliver targeted advertisements on our Site and/or third party websites may offer you a way to prevent such targeted advertisements by opting-out at

the websites of industry groups such as the Network Advertising Initiative (<http://www.networkadvertising.org/choices/>) and/or the Digital Advertising Alliance (<http://www.aboutads.info/choices/>). You may also be able to control advertising cookies provided by publishers, for example Google's Ad Preference Manager (<https://www.google.com/settings/ads/onweb/>). Please note that even if you choose to opt-out of receiving targeted advertising, you may still receive advertising on or about the Site – it just will not be tailored to your interests.

Third parties may not collect information about users' online activities on the Site except as described in this policy and our Cookie Policy.

4. Third-party social plugins

Our Site may use social plugins which are provided and operated by third-party companies, such as Facebook's Like Button.

As a result of this, you may send to the third-party company the information that you are viewing on a certain part of our Site. If you are not logged into your account with the third-party company, then the third party may not know your identity. If you are logged into your account with the third-party company, then the third party may be able to link information about your visit to our Site to your account with them. Similarly, your interactions with the social plugin may be recorded by the third party.

Please refer to the third party's privacy policy to find out more about its data practices, such as what data is collected about you and how the third party uses such data.

HOW NUTRICOUNT USES AND PROCESSES THE INFORMATION THAT YOU PROVIDE OR MAKE AVAILABLE

We use, store and process Information about you for the following general purposes:

to enable you to access and use the Site;

to operate, protect, improve and optimize the Site, NUTRICOUNT's business, and our users' experience, such as to perform analytics, conduct research, personalize or otherwise customize your experience, and for advertising and marketing;

to help create and maintain a trusted and safer environment on the Site and throughout the course of the Services;

to send you service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by you;

where we have your consent, to send you marketing and promotional messages and other information that may be of interest to you, including information about NUTRICOUNT or general promotions for partner campaigns and services. You can unsubscribe or opt-out from receiving these communications in your settings (in the "Account" section) when you login to your NUTRICOUNT Account; and to comply with our legal obligations, resolve any disputes that we may have with any of our users, and enforce our agreements with third parties.

HOW NUTRICOUNT USES AND PROCESSES USER COMMUNICATIONS

We may, either directly or through third party companies and individuals we engage to provide services to us, review, scan, or analyze your communications with other users exchanged via the Site for fraud prevention, risk assessment, regulatory compliance, investigation, product development, research and customer support purposes. For example, as part of our fraud prevention efforts, the Site may scan and analyze messages to mask contact information and references to other websites. This helps to prevent fraudulent actors from asking Clients to send them money outside of the Site, such as by bank transfer or other money transfer methods. We may also scan, review or analyze messages for research and product development purposes to help make search, booking and user communications more efficient and effective, as well as to debug, improve and expand product offerings. We will not review, scan, or analyze your communications for sending third party marketing messages to you. We will also not sell these reviews or analyses of communications to third parties. We will also use automated methods to carry out these reviews or analyses where reasonably possible. However, from time to time we may have to manually review some communications. By using the Site, you consent that NUTRICOUNT, in its sole discretion, may, either directly or through third party companies and individuals we engage to provide services to us, review, scan, analyze, and store your communications, whether done manually or through automated means.

WHEN NUTRICOUNT DISCLOSES OR SHARES PERSONAL INFORMATION, AND TO WHOM

IMPORTANT: When you use the Site, your data may be sent outside of the United States.

We may transfer, store, use and process your information, including any Personal Information, to countries outside of the United States. Please note that laws vary from jurisdiction to jurisdiction, so the privacy laws applicable to the places where your

information is transferred to or stored, used or processed in, may be different from the privacy laws applicable to the place where you are resident.

Your Personal Information may be disclosed as follows:

Parts of your public profile page that contain some Personal Information may be displayed in other parts of the Site to other users for marketing purposes.

The Site allows your public profile and public Listing pages to be included in search engines, in which case your public profile and public Listing pages will be indexed by search engines and may be published as search results. This option is enabled by default, and you may opt out of this feature by changing your settings on the Site. If you change your settings or the information on your public profile or public Listing pages, third-party search engines may not update their databases quickly or at all. We do not control the practices of third-party search engines, and they may use caches containing outdated information, including any information indexed by the search engine before you change your settings or the information on your public profile or public Listing pages.

You may link your account on a third party social networking site to your NUTRICOUNT account. We refer to a person's contacts on these third party sites as "Friends". When you create this linkage:

some of the information you provide to us from the linking of your accounts may be published on your NUTRICOUNT Account profile;

your activities on the Site may be displayed to your Friends on the Site and/or that third party site;

other NUTRICOUNT users may be able to see any common Friends that you may have with them, or that you are a Friend of their Friend if applicable;

other NUTRICOUNT users may be able to see any schools, hometowns or other groups you have in common with them as listed on your linked social networking site(s); and

the information you provide to us from the linking of your accounts may be stored, processed and transmitted for fraud prevention and risk assessment purposes.

The publication and display of information that you provide to NUTRICOUNT through this linkage is subject to your settings and authorizations on the Site and the third party site.

We may distribute parts of the Site (including your Listing) for display on sites operated by NUTRICOUNT's business partners and affiliates, using technologies such as HTML widgets. If and when your Listings are displayed on a partner's site, information from your public profile page may also be displayed.

We may allow our related entities such as our subsidiaries, and their employees, to use and process your Personal Information in the same way and to the same extent that we are permitted to under this Privacy Policy. These related entities comply with the same obligations that we have to protect your Personal Information under this Privacy Policy.

We may also engage third party companies and individuals to provide services to us, including but not limited to technology services and services to help verify your identification, to conduct checks against databases such as public government databases (where legally allowed), to otherwise assist us with fraud prevention and risk assessment, to assist us with customer service, and to facilitate the payments or reimbursements you request. We may provide Personal Information about you to these third parties, or give them access to this Personal Information, for the limited purpose of allowing them to provide these services. We will ensure that such third parties have contractual obligations to protect this Personal Information and to not use it for unrelated purposes.

You acknowledge, consent and agree that NUTRICOUNT may access, preserve and disclose your account information and Collective Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to (a) respond to claims asserted against NUTRICOUNT; (b) to comply with legal process (for example, subpoenas and warrants); (c) to enforce and administer our agreements with users, such as the Terms of Service ([nutricount.io/terms] and this Privacy Policy, (d) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes; or (e) to protect the rights, property or personal safety of NUTRICOUNT, its users or members of the public. We will use commercially reasonable efforts to notify users about law enforcement requests for their data unless:

providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law; or

based on information supplied by law enforcement, we, in our sole discretion, believe:
(a) that providing notice could create a risk of injury or death to an individual or group of

individuals, (b) that the case involves potential harm to minors, or (c) that harm or fraud could be directed to NUTRICOUNT, its Members, the Site, or Services.

We may also publish, disclose and use Aggregated Information and non-personal information for industry and market analysis, demographic profiling, marketing and advertising, and other business purposes.

BUSINESS TRANSFERS BY NUTRICOUNT

If NUTRICOUNT undertakes or is involved in any merger, acquisition, reorganization, sale of assets or bankruptcy or insolvency event, then we may sell, transfer or share some or all of our assets, including your Personal Information. In this event, we will notify you before your Personal Information is transferred and becomes subject to a different privacy policy.

HOW TO CHANGE OR DELETE YOUR INFORMATION, OR CANCEL YOUR NUTRICOUNT ACCOUNT

You may review, update, correct or delete the Personal Information in your NUTRICOUNT account. If you would like to correct your information or cancel your NUTRICOUNT account entirely, you can do so by logging in to your account. Please also note that any reviews, forum postings and similar materials posted by you may continue to be publicly available on the Site in association with your first name, even after your NUTRICOUNT account is cancelled.

SECURING YOUR PERSONAL INFORMATION

We are continuously implementing and updating administrative, technical, and physical security measures to help protect your Personal Information against unauthorized access, destruction or alteration. However, no method of transmission over the Internet, and no method of storing electronic information, can be 100% secure, so we cannot guarantee the absolute security of your transmissions to us and of your Personal Information that we store.

YOUR PRIVACY WHEN YOU ACCESS THIRD-PARTY WEBSITES AND RESOURCES

The Site will contain links to other websites not owned or controlled by NUTRICOUNT. NUTRICOUNT does not have any control over third party websites. These other websites may place their own cookies, web beacons or other files on your device, or collect and solicit Personal Information from you. They will have their own rules about the collection, use and disclosure of Personal Information. We encourage you to read the terms of use and privacy policies of the other websites that you visit.

Some portions of the Site implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use (located at www.google.com/intl/en_us/help/terms_maps.html) and Google's privacy policy (located at <http://www.google.com/privacy.html>), as may be amended by Google from time to time.

CHANGES TO THIS PRIVACY POLICY

We may change how we collect and then use Personal Information at any time and without prior notice, at our sole discretion. We may change this Privacy Policy at any time. If we make material changes to the Privacy Policy, we will notify you either by posting the changed Privacy Policy on the Site or by sending an e-mail to you at the e-mail address listed in your NUTRICOUNT Account. We will also update the "Last Updated Date" at the top of this Privacy Policy. If we let you know of changes through an e-mail communication, then the date on which we send the e-mail will be deemed to be the date of your receipt of that e-mail.

It's important that you review the changed Privacy Policy. If you do not wish to agree to the changed Privacy Policy, then we will not be able to continue providing the Site and Services to you, and your only option will be to stop accessing the Site and Services and deactivate your NUTRICOUNT account. You can find out more about how to deactivate your NUTRICOUNT account at [web URL].

FEEDBACK

Your opinion matters to us! If you'd like to provide feedback to us about this Privacy Policy, please e-mail us at [e-mail address].

COOKIE POLICY

NUTRICOUNT uses "cookies" in conjunction with the Site to obtain information. A cookie is a small data file that is transferred to your device (e.g., your phone or your computer) for record-keeping purposes. For example, a cookie could allow the Site to recognize your browser, while another could store your preferences and other information.

Your browser may allow you to set how it handles cookies, such as declining all cookies or prompting you to decide whether to accept each cookie. But please note that some parts of the Site may not work as intended or may not work at all without cookies.

NUTRICOUNT cookies and third party cookies

NUTRICOUNT may place our cookies on your device via the Site. Accordingly, our Privacy Policy will apply to our treatment of the information we obtain via our cookies.

We may also allow our business partners to place cookies on your device. For example, we use Google Analytics for web analytics, and so Google may also set cookies on your device. As further explained below, third parties may also place cookies on your device for advertising purposes.

There are two types of cookies used on the Site, namely "persistent cookies" and "session cookies".

Session cookies will normally expire when you close your browser, while persistent cookies will remain on your device after you close your browser, and can be used again the next time you access the Site.

Other technologies

The Site may also use other technologies with similar functionality to cookies, such as web beacons and tracking URLs to obtain Log Data about users. We may also use web beacons and tracking URLs in our messages to you to determine whether you have opened a certain message or accessed a certain link.

Uses for NUTRICOUNT cookies

NUTRICOUNT uses cookies for a number of purposes, such as the following:

to enable, facilitate and streamline the functioning of the Site across different webpages and browser sessions.

to simplify your access to and use of the Site and make it more seamless.

to monitor and analyze the performance, operation and effectiveness of the Site, so that we can improve and optimize it.

to show you content (which may include advertisements) that is more relevant to you.

Uses for third party cookies

Our partners' cookies are intended to obtain information to help them provide services to NUTRICOUNT. For example, third party companies and individuals we engage to

provide services to us may track your behavior on our Site to market and advertise NUTRICOUNT listings or services to you on the Site and third party websites. Third parties that use cookies and other tracking technologies to deliver targeted advertisements on our Site and/or third party websites may offer you a way to prevent such targeted advertisements by opting-out at the websites of industry groups such as the Network Advertising Initiative (<http://www.networkadvertising.org/choices/>) and/or the Digital Advertising Alliance (<http://www.aboutads.info/choices/>). You may also be able to control advertising cookies provided by publishers, for example Google's Ad Preference Manager (<https://www.google.com/settings/ads/onweb/>). Please note that even if you choose to opt-out of receiving targeted advertising, you may still receive advertising on the Site – it just will not be tailored to your interests.

In addition, Facebook places a cookie via the Site that allows Facebook to obtain aggregated, non-Personal Information to optimize their services. For example, if a user clicks on an advertisement for the NUTRICOUNT mobile app on Facebook and subsequently installs the app, this cookie will inform Facebook that a user (who is not personally identified) has installed the app after clicking on the advertisement. This cookie may also inform Facebook that a user is using the app, without identifying the specific actions taken by the user in the app.

Disabling Cookies

Most browsers automatically accept cookies, but you can modify your browser setting to decline cookies by visiting the Help portion of your browser's toolbar. If you choose to decline cookies, please note that you may not be able to sign in, customize, or use some of the interactive features of the Site. Flash cookies operate differently than browser cookies, and cookie management tools available in a web browser will not remove flash cookies. To learn more about how to manage flash cookies, you can visit the Adobe website (<http://www.adobe.com/>) and make changes at the Global Privacy Settings Panel (http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager02.html).

Changes to this Cookie Policy

We can change this Cookie Policy at any time. If we make material changes to the Cookie Policy, we will let you know either by posting the changed Cookie Policy on the Site or by sending you an e-mail at the address listed in your NUTRICOUNT Account.

It's important that you review the changed Cookie Policy. If you do not wish to agree to the changed Cookie Policy, then we cannot continue to provide the Site to you, and your only option is to stop accessing the Site and deactivate your NUTRICOUNT account. You can find out more about how to deactivate your NUTRICOUNT account at Nutricount.io.