

## PRIVACY POLICY

Last Updated: February 26, 2026

**PLEASE READ THIS PRIVACY POLICY CAREFULLY TO UNDERSTAND HOW INCUE INC (“INCUE”, “OUR”, OR “WE”) COLLECTS, STORES, USES, SHARES, AND OTHERWISE PROCESSES THE DATA THAT YOU (“USER, “YOU”, OR “YOUR”) UPLOAD TO OR IS OTHERWISE COLLECTED IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE MOBILE SERVICE, ONLINE PLATFORM, AND SERVICE OFFERED BY INCUE (COLLECTIVELY, THE “SERVICE”). THE INFORMATION COLLECTED INCLUDES, WITHOUT LIMITATION, PERSONAL DATA AND PERSONAL INFORMATION, AS DEFINED BY APPLICABLE LAW (COLLECTIVELY, THE “PERSONAL INFORMATION”). BY ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING THIS PRIVACY POLICY.**

**WHEN ACCESSING AND/OR USING THE SERVICE, YOU MAY ALSO BE SUBJECT TO THE PRIVACY POLICIES OF THIRD PARTIES, WHICH PRIVACY POLICIES INCUE DOES NOT REVIEW OR CONTROL. PLEASE READ SUCH THIRD PARTY PRIVACY POLICIES CAREFULLY. YOU AGREE THAT INCUE HAS NO RESPONSIBILITY OR LIABILITY FOR THE ACTIONS OR OMISSIONS OF SUCH THIRD PARTIES.**

**IF YOU ARE ACCESSING AND USING THE SERVICE ON BEHALF OF AN ENTITY FOR WHICH YOU ARE EMPLOYED OR ENGAGED (“CUSTOMER”), THEN THE TERMS OF SERVICE (“TERMS OF SERVICE”) BY AND BETWEEN INCUE AND SUCH CUSTOMER APPLY TO THIS PRIVACY POLICY WITH RESPECT TO SUCH CUSTOMER.**

If you have any questions regarding our Privacy Policy or practices, you may send an e-mail to [privacy@incue.app](mailto:privacy@incue.app) or write us at:

INCUE INC  
Attn: Privacy Policy  
Martin Black  
[privacy@incue.app](mailto:privacy@incue.app)  
352-236-5800

### **Information We Collect**

#### *Information Collected Automatically*

To provide functionality for and improve our Service, we use cookies, analytics and other tracking technologies to automatically collect certain information, including Personal Information. Information we automatically collect includes, without limitation, internet protocol (IP) addresses, internet browser type, characteristics of your device and software, domain names of your internet service provider, your precise or approximate geographic location as determined by the device you are using, a record of your usage of the Service, and the time of your usage.

We use cookies to process the information you provide and to facilitate transactions through the Service. Cookies are also used to help us track Service traffic so that we can improve our customer experience and functionality of our Service and understand and save your preferences for future visits. We may also use trusted third party services that track this information on our behalf.

Google is one of the third party services on the Service. Google uses cookies, known as DART cookies, to serve ads to users based on their visits to the Service and other Services and websites on the internet. You may decline the use of DART cookies by visiting the Google ad and content network Privacy Policy at <https://policies.google.com/technologies/cookies>.

Cookies are small files that, if you allow or enable, a website or its service provider can transfer to your device’s hard drive through your web browser that enables that website or service provider system to recognize your browser and capture and remember certain information. You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your web browser settings. Each web browser

is different, so review your web browser's Help menu to learn the correct way to modify your cookies. Please note that if you disable cookies, some features of our Service will be disabled and may not function properly or may not be available to you.

*Information Provided at Registration*

To access and use the Service, you must register by entering a unique username and password, as well as your name, e-mail address, phone number, and other Personal Information needed to use the Service (“Your Data”). Your Data is necessary for us to provide you with access to and use of the Service.

*Payment Information*

If you are responsible for payments for access to or use of the Service, then to facilitate processing payments, you will need to provide a payment method and the following information: name, billing address, credit card or banking information (wire or ACH), and such other applicable information as requested by our third party payment processor. If your payment method information changes (e.g., card number, account number, routing number, expiration date, CVV), then the third party payment processor may require additional information from you. Your Data is necessary for the third party payment processor to process payments for transactions through the Service.

*Additional Information Provided Through the Service*

Additional information may be requested or collected to provide you with our Service, and if applicable, products and other services, or access to our community forums. Your Data is necessary for responding to additional information requests about our Service, and if applicable, products and other services.

*Surveys*

From time to time, we provide survey forms through the Service asking users of the Service for contact and demographic information (such as postal code, age, or size of your company). We use the responses from the surveys to better understand your needs. You may opt-out of participating in follow-up surveys. We will not disclose survey response information to companies or individuals outside of Incue.

*Non-Personal Information*

We collect and process non-personal analytical information related to the Service (“Analytical Information”) and non-personal factual information provided through the Service (“Factual Information”). We also create and process de-identified and aggregated information about access to and use of the Service which cannot be used to identify you or any other natural person (“Aggregated Data” and collectively with the Analytical Information and Factual Information, the “Non-Personal Information”). You acknowledge and agree that Incue owns, without restriction, all Aggregated Data and that you have no rights in or to any Aggregated Data.

**Review and Modification of Personal Information**

You can review or modify the Personal Information previously provided or collected by editing your profile on the Service. You acknowledge that we will use reasonable efforts to delete your information when requested, but that some residual information may remain because of backup files and deletion logs.

**California Notice at Collection of Personal Information**

Incue collects, and has collected within the last twelve (12) months, the following categories of Personal Information from California consumers:

<b>Category</b>	<b>Specific Pieces of Information</b>	<b>Business or Commercial Purposes of Use</b>
<i>Identifiers</i>	<b>Unique username and password, name, e-mail address, phone number, IP address, physical address, and other voluntarily provided identifiers.</b>	<b>This Personal Information is used to create and maintain your right to access and use the Service, subscribe you to community forums (if requested), and to provide you with a better user experience.</b>
<i>Categories of personal information</i>	<b>Unique username and password, name, e-mail address, phone number, IP address, physical</b>	<b>This Personal Information is used to create and maintain</b>

<i>described in Section 1798.80(e)</i>	address, and other voluntarily provided identifiers.	your right to access and use the Service, subscribe you to community forums (if requested), and to provide you with a better user experience.
<i>Internet or other electronic network activity information</i>	Browsing history, search history, Service traffic, internet browser type, device and software characteristics, internet service provider domain names, and a record of Service usage.	This Personal Information is used to maintain the Service, to conduct internal analytics of our systems, and to enhance the functionality of the Service, as well as to provide you with a better user experience.
<i>Geolocation data</i>	Precise or approximate geographic location as determined by the device being used.	This Personal Information is used to comply with applicable laws, generate de-identified and Aggregated Data.

## How We Use Your Data

### *Generally*

We use Your Data to:

- create a single sign on for access to the Service;
- provide access to and use of the Service;
- process payments;
- provide users with customer and technical support;
- enhance functionality of the Service;
- verify your identity and enable means to protect Your Data and other information against unauthorized access, loss, destruction, or alteration;
- solicit user feedback;
- identify usage trends and for data analytics;
- determine the effectiveness of our promotional campaigns;
- evaluate and improve our Service, marketing and your customer experience;
- send notifications pertaining to user requests; and
- subscribe users to our blogs, community forums and newsletters.

### *Processing*

We may process Your Data for one or more of the following reasons:

- a legitimate business interest;
- performing obligations for you or the Customer pursuant to providing the Service;
- compliance with our Terms of Service;
- protect your vital interests or the vital interests of another person or entity;
- compliance with a legal obligation; and/or
- other specific purposes for which you have provided consent for processing Your Data.

### *Marketing and Communications*

From time to time, Your Data may be used to contact you with respect to customer and technical support requests, Incue promotional materials, newsletters, marketing or other information that may be of interest to you based on your preferences, or for our community forums. You may be contacted by the phone number (call or text) or e-mail address you provide to us. We may contact you in this way based on our legitimate interest in undertaking marketing activities to provide you with the most up-to-date information on our Service, and if applicable, products and other services you may be interested in based on your preferences. By using the Service, you agree to receive calls, text messages and/or e-mails from us related to our Service, and if applicable, products and other services, customer and technical support requests, and our promotional materials, newsletters, marketing, or other information that may be of interest to you based on your preferences. Standard messaging rates may apply. You further agree that:

BY ACCESSING OR USING THE SERVICE OR, IF APPLICABLE, ACCEPTING OUR TERMS OF SERVICE (WHICH INCLUDES THIS PRIVACY POLICY), YOU HEREBY PROVIDE INCUE AND OUR SERVICE PROVIDERS, EXPRESS CONSENT TO CONTACT YOU ON YOUR TELEPHONE, INCLUDING, BUT NOT LIMITED TO, CALLS, LEAVING VOICE MESSAGES, AND SENDING TEXT MESSAGES, AND TO SEND E-MAILS, WITH NOTIFICATIONS, INFORMATION, AND OFFERS RELATED TO INCUE AND/OR THE SERVICE, INCLUDING, BUT NOT LIMITED TO, NOTIFICATIONS PERTAINING TO REQUESTS, COMMUNITY FORUMS, AND NEWSLETTERS, AND ADVERTISING, MARKETING, AND/OR PROMOTIONAL INFORMATION AND OFFERS. BY SUBMITTING A REQUEST OR INQUIRY FOR THIRD PARTY SERVICES OR OTHERWISE INTERACTING WITH ANY THIRD PARTY THROUGH THE SERVICE, YOU HEREBY PROVIDE INCUE, AND THE APPLICABLE THIRD PARTY, EXPRESS CONSENT TO CONTACT YOU BY TELEPHONE, INCLUDING, BUT NOT LIMITED TO, CALLS, LEAVING VOICE MESSAGES, AND SENDING TEXT MESSAGES, AND TO SEND YOU E-MAILS, WITH NOTIFICATIONS, INFORMATION, AND OFFERS RELATED TO INCUE, THE SERVICE, YOUR ACCESS TO AND USE OF THE SERVICE, OUR PRODUCTS AND OTHER SERVICES (IF APPLICABLE), THE THIRD PARTY, AND THE THIRD PARTY PRODUCTS AND SERVICES. YOU ARE ALSO EXPRESSLY AGREEING TO RECEIVE FUTURE CALLS, VOICE MAILS, TEXT MESSAGES, AND E-MAILS THAT DELIVER ADVERTISING AND TELEMARKETING MESSAGES THAT ARE GENERATED THROUGH AN AUTOMATIC TELEPHONE DIALING SYSTEM OR AUTO-DIALER, AND ARE CONSENTING TO RECEIVING MESSAGES THAT COME VIA AN ARTIFICIAL OR PRE-RECORDED VOICE MESSAGE OR THAT COME IN THE FORM OF A MASS TEXT MESSAGE MAILER. THE TERMS OF THIS PROVISION ARE NOT A CONDITION OF YOUR REGISTRATION FOR, OR USE OF, THE SERVICE OR OUR SERVICES. THIS PERMISSION CONSTITUTES PRIOR EXPRESS WRITTEN CONSENT UNDER THE TELEPHONE CONSUMER PROTECTION ACT. THIS CONSENT APPLIES EVEN IF YOU ARE CHARGED FOR THE CALL UNDER A PHONE PLAN. YOU ACKNOWLEDGE AND AGREE THAT MESSAGE AND DATA RATES (FOR EXAMPLE, FROM YOUR NETWORK PROVIDER) MAY APPLY. YOU ARE RESPONSIBLE FOR ANY CHARGES THAT MAY BE BILLED BY THE COMMUNICATIONS CARRIERS.

At any time, you may opt out of receiving all or certain future communications from us. To do so, please follow the unsubscribe instructions provided in the applicable communication or contact us directly at [privacy@incue.app](mailto:privacy@incue.app).

#### *Non-Personal Information*

Because Non-Personal Information cannot be used to personally identify you, we may use such Non-Personal Information for any lawful purpose.

### **Information Sharing and Disclosure**

#### *Generally*

We do not sell, share, or otherwise transfer Your Data to third parties, except for sharing Your Data with our Service hosting partners, other trusted third parties who assist us in operating and providing our Service, or otherwise conducting our business as set forth in this Privacy Policy. We may also share Your Data when we believe sharing is necessary to comply with applicable law, enforce our policies (including, without limitation and as applicable, our Terms of Service), or protect our or others' rights, property, or safety. In the preceding twelve (12) months, Incue has not made any sales of Personal Information to third parties.

#### *Consistent with the Purpose of the Service*

To the extent that providing the Service for you or the Customer requires us to share your information with third parties, such as contractual parties with Customer, we may share Your Data along with certain Non-Personal Information with such third parties.

#### *Third Party Service Providers*

We may share Your Data with other third party service providers, or other trusted third party companies and individuals to provide, analyze and improve the Service, process payments, perform database management, and analyze use of our Service, perform analytics and produce statistics on the Service, or deliver other requested products and services and features to you. These third party service providers may include, but are not limited to, payment processors, internet service providers, and cloud computing providers. These third party service providers are contractually bound to only process the limited amounts of Your Data that we provide them to perform specific tasks at our direction. These third party providers are bound to maintain Your Data they receive from Incue in accordance

with this Privacy Policy. You agree we may share Your Data with third party service providers as necessary for providing you with our Service.

#### *Subsidiaries and Affiliates*

We may share Your Data with Incue subsidiaries and/or affiliates for purposes consistent with this Privacy Policy and, if applicable, our Terms of Service. Our subsidiaries and affiliates are bound to maintain Your Data they receive from Incue in accordance with this Privacy Policy.

#### *Business Transfers*

From time to time, Incue may buy or sell assets or businesses. In the event of a corporate sale, merger, reorganization, dissolution, or similar event, Your Data may be part of the transferred assets. You acknowledge and agree that any assignee or other successor to Incue (or Incue's assets) will continue to have the right to use Your Data and other information in accordance with the terms of this Privacy Policy and, if applicable, our Terms of Service. If the privacy policy of any such assignee or successor will apply to Your Data, we will notify you before Your Data is transferred and becomes subject to a different privacy policy.

#### *Legal Requirements*

As we may determine in our sole discretion, we may disclose Your Data if required to do so by applicable law, including, without limitation, responding to a subpoena or request from law enforcement, court, or government agency, or in the good faith belief that such action is necessary to (i) comply with a legal obligation, (ii) protect or defend our rights, interests or property or that of third parties, (iii) prevent, investigate, or identify possible wrongdoing in connection with the Service, (iv) act in urgent circumstances to protect the personal safety of customers, users, or the public, or (v) protect against legal liability. Unless restricted by applicable law, we will inform you of such a disclosure or request for disclosure before sharing Your Data for this purpose.

### **Your Rights Regarding Your Data**

In some jurisdictions, you may have the right to request (i) what Your Data we collect, store, use, share, or otherwise process, (ii) rectification of inaccurate Your Data, (iii) erasure/deletion of Your Data, (iv) restriction on the sharing or other processing of certain of Your Data, and/or (v) that Your Data be transferred. According to the law of certain jurisdictions, you may also have the right to (i) object to our processing of Your Data, (ii) withdraw your consent to our processing of Your Data, (iii) opt-out of the sale of Your Data, and/or (iv) not receive discriminatory treatment for the exercise of your applicable privacy rights. However, due to the inherent necessity of Your Data for the operation of the Service, you understand and agree that the erasure of, or withdrawal of your consent for us to process, Your Data may mean some features of our Service may not function properly or may not be available to you and that any such deficiency in the Service caused by such exercise of your privacy rights is not a result of discriminatory treatment for the exercise of your applicable privacy rights.

To exercise your applicable rights at any time, you can send an e-mail to [privacy@incue.app](mailto:privacy@incue.app) or write us at:

INCUE INC  
Attn: Privacy Officer  
Martin Black  
[privacy@incue.app](mailto:privacy@incue.app)  
352-236-5800

We may verify the identity of any person who requests to exercise any of the above-listed rights by, as applicable, requesting such person log into the Service, matching the information provided by such person with information already maintained by us, or requesting additional information from such person for the sole purpose of identity verification. You may designate an authorized agent to make a request to exercise your applicable privacy rights on your behalf, in which case we will verify your identity and the identity of your authorized agent in one of the manners described above. You understand and agree that Incue, at its sole discretion, may decline to comply with, or require further identity verification of, any request for which Incue cannot adequately verify the identity of the person submitting the request.

If you have a concern about our privacy practices, please contact us using the contact information set forth above, and we will take reasonable steps to address your concern. According to the law of certain jurisdictions, you may also have the right to make a complaint at any time to a supervisory authority in the European Economic Area.

## State-Specific Privacy Policies

If you reside in one of the following states, the corresponding state-specific privacy policies apply to you and supplement this Privacy Policy.

### Notice to California Residents – Your California Privacy Rights

Individuals who are residents of California and have provided their Personal Information to us may request information regarding our disclosures, if any, of their Personal Information to third parties for a third party's direct marketing purposes. Such requests must be submitted by e-mail to [privacy@incue.app](mailto:privacy@incue.app) or in writing at:

INCUE INC  
Attn: Request for California Privacy Information  
Martin Black  
[privacy@incue.app](mailto:privacy@incue.app)  
352-236-5800

Such requests must include the reference Request for California Privacy Information in the subject line and in the body of the message and must include the e-mail address or mailing address, as applicable, for us to send our response. This request may be made no more than once per calendar year. We reserve the right not to respond to requests submitted to us if not submitted pursuant to the terms set forth above.

The California Consumer Privacy Act (“CCPA”) and the California Privacy Rights Act (“CPRA”) provide California residents with certain rights regarding their Personal Information. These rights and the methods for exercising them are described in more detail below. Please note that this section applies only to and the rights described in it can only be exercised by residents of California.

#### *Information Sharing*

Incue will not share information it collects about you with its affiliates or third parties (both financial and non-financial), except as required or permitted by law.

#### *Limit Use and/or Disclosure of Sensitive Personal Information*

Certain categories of personal information that we collect and use might be “sensitive” under data privacy laws. Consistent with applicable law, you may limit certain uses or disclosures of your sensitive personal information and may exercise this right by using the contact details in the Contact Us section.

#### *Right to Opt-Out*

California residents may at any time exercise the right to opt out of the sale of their Personal Information. Please note that if you opt-out of certain types of sales, we will be unable to provide you with our Service, products and other services that rely on such sales.

#### *Right to Access*

Consistent with applicable law, you may submit a verifiable consumer request to access, in a portable and (if technically feasible) readily-usable form, the personal information that we have collected about you as well as more information about our data practices. For more information about how we collect, use, and disclose personal information for business purposes, please review our Privacy Policy.

#### *Right to Correct*

Consistent with applicable law, you may submit a verifiable consumer request to correct inaccuracies in your personal information held by Incue.

#### *Right to Delete*

Consistent with applicable law, you may submit a verifiable consumer request to delete your personal information. Incue may deny your request pursuant to exceptions under the CCPA and CPRA.

### *Sale and Sharing of Data*

We do not sell personal information to third parties; we are not data brokers and do not put personal information on the open market. We do not knowingly sell or share the personal information of individuals who are younger than 16. We do allow third parties to collect personal information through Incue and share personal information with third parties for the business purposes described in the Privacy Policy including, without limitation, advertising and marketing on Incue and elsewhere based on users' online activities over time and across Incue, services, and devices. Consistent with applicable law, you may opt out of such processing by using the contact details in the Contact Us section.

### *Right of Non-Discrimination*

We will not discriminate against you for exercising your rights and choices, although some of the functionality and features available on the Service may change or no longer be available to you. Any differences in services are related to the information provided.

### *Data Retention*

We retain personal information for as long as needed or permitted in light of the purpose(s) for which it was collected. The criteria used to determine our retention periods include:

- The length of time we have an ongoing relationship with you and provide services to you (for example, for as long as you have an account with us or keep using our services) and the length of time thereafter during which we may have a legitimate need to reference your personal information to address issues that may arise;
- Whether there is a legal obligation to which we are subject (for example, certain laws require us to keep records of your transactions for a certain period of time before we can delete them); or
- Whether retention is allowed by applicable law (such as in regard to applicable statutes of limitations, litigation or regulatory investigations).

### *De-Identification*

Consistent with applicable law, we commit to maintain and use anonymized information in de-identified form and not to attempt to re-identify the information, except that we may attempt to re-identify the information solely for the purpose of determining whether its de-identification processes satisfy the requirements of the California Privacy Rights Act.

## **Colorado**

### *Right to Access*

Consistent with applicable law, you may submit a verifiable consumer request to access, in a portable and (if technically feasible) readily-usable form, the personal information that we have collected about you as well as more information about our data practices. For more information about how we collect, use, and disclose personal information for business purposes, please review our Privacy Policy.

### *Right to Correct*

Consistent with applicable law, you may submit a verifiable consumer request to correct inaccuracies in your personal information held by Incue by using the contact details in the Contact Us section.

### *Right to Delete*

Consistent with applicable law, you may submit a verifiable consumer request to delete your personal information.

### *Appeal of Consumer Rights Requests*

To appeal a refusal to act on your request, please contact us by using the contact details in the Contact Us section and include the text "Appeal of Consumer Rights Request" in the body of the email.

### *Use of Opt-Out Signals*

We do not sell personal information. However, we do process personal information for purposes of displaying advertisements that are selected based on users' online activities over time and across different sites, services, and devices. We also engage in automated processing that could affect you. Consistent with applicable law, you may opt out of such processing by using the contact details in the Contact Us section.

### *Right to Opt-Out for the Purposes of Profiling for Decisions That Produce Legal or Similarly Significant Effects*

Consistent with applicable law, you may have the right to opt-out of processing of personal information for purposes of profiling in furtherance of decisions that produce legal or similarly significant effects. To exercise any right you may have, please use the contact details in the Contact Us section.

### *Sensitive Data Inferences*

We may process inferences from your sensitive data for the purposes discussed in our Privacy Policy. In the event that we do, we will retain the inferences until we have fulfilled the purpose for which we collected them. We will delete such inferences in accordance with our Privacy Policy.

## **Connecticut**

### *Right to Access*

Consistent with applicable law, you may submit a verifiable consumer request to access, in a portable and (if technically feasible) readily-usable form, the personal information that we have collected about you as well as more information about our data practices. For more information about how we collect, use, and disclose personal information for business purposes, please review our Privacy Policy.

### *Right to Correct*

Consistent with applicable law, you may submit a verifiable consumer request to correct inaccuracies in your personal information held by Incue.

### *Right to Delete*

Consistent with applicable law, you may submit a verifiable consumer request to delete your personal information.

### *Appeal of Consumer Rights Requests*

To appeal a refusal to act on your request, please contact us by using the contact details in the Contact Us section and include the text "Appeal of Consumer Rights Request" in the body of the email.

### *Right to Opt-Out for the Purposes of Profiling for Decisions That Produce Legal or Similarly Significant Effects*

Consistent with applicable law, you may have the right to opt-out of processing of personal information for purposes of profiling in furtherance of decisions that produce legal or similarly significant effects. To exercise any right you may have, please use the contact details in the Contact Us section.

### *Personalized Advertising Opt-Out*

We do not sell personal information. However, we do process personal information for purposes of displaying advertisements that are selected based on users' online activities over time and across different sites, services, and devices. Consistent with applicable law, you may opt out of such processing by using the contact details in the Contact Us section.

## **Utah**

### *Right to Access*

Consistent with applicable law, you may submit a verifiable consumer request to access, in a portable and (if technically feasible) readily-usable form, the personal information that we have collected about you as well as more

information about our data practices. For more information about how we collect, use, and disclose personal information for business purposes, please review our Privacy Policy.

#### *Right to Delete*

Consistent with applicable law, you may submit a verifiable consumer request to delete your personal information.

#### *Personalized Advertising Opt-Out*

We do not sell personal information. However, we do process personal information for purposes of displaying advertisements that are selected based on users' online activities over time and across different sites, services, and devices. Consistent with applicable law, you may opt out of such processing by using the contact details in the Contact Us section.

### **Vermont**

#### *Information Sharing*

Incue will not share information it collects about you with its affiliates or third parties (both financial and non-financial), except as required or permitted by law.

### **Virginia**

#### *Right to Access*

Consistent with applicable law, you may submit a verifiable consumer request to access, in a portable and (if technically feasible) readily-usable form, the personal information that we have collected about you as well as more information about our data practices. For more information about how we collect, use, and disclose personal information for business purposes, please review our Privacy Policy.

#### *Right to Correct*

Consistent with applicable law, you may submit a verifiable consumer request to correct inaccuracies in your personal information held by Incue.

#### *Right to Delete*

Consistent with applicable law, you may submit a verifiable consumer request to delete your personal information.

#### *Right to Opt-Out for the Purposes of Profiling for Decisions That Produce Legal or Similarly Significant Effects*

Consistent with applicable law, you may have the right to opt-out of processing of personal information for purposes of profiling in furtherance of decisions that produce legal or similarly significant effects. To exercise any right you may have, please use the contact details in the Contact Us section.

#### *Personalized Advertising Opt-Out*

We do not sell personal information. However, we do process personal information for purposes of displaying advertisements that are selected based on users' online activities over time and across different sites, services, and devices. Consistent with applicable law, you may opt out of such processing by using the contact details in the Contact Us section.

#### *Appeal of Consumer Rights Requests*

To appeal a refusal to act on your request, please contact us by using the contact details in the Contact Us section and include the text "Appeal of Consumer Rights Request" in the body of the email.

### **Data Transfers – International Users**

If you provide Personal Information to us, it may be transferred to and processed on computers in the U.S. and other countries. Do not provide your Personal Information to us if you do not want this information to be transferred outside of your country, or if the laws in your country restrict these types of transfers.

### **Third Party Links**

Occasionally, at our discretion, our Service may include links to other websites not operated or controlled by us. These third party websites are subject to separate and independent privacy policies. We have no responsibility or liability for the content and activities of these linked websites. Inclusion of these links to third party websites through our Service does not imply that we endorse or have reviewed the third party websites. Nonetheless, we seek to protect the integrity of our Service and welcome any feedback about these third party websites.

### **CAN-SPAM Act**

We are committed to being compliant with the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (“CAN-SPAM Act”). All e-mails you receive from us or through the Service are intended to fully comply with the CAN-SPAM Act. If at any time you would like to unsubscribe from receiving future e-mails, you can e-mail us at [privacy@incue.app](mailto:privacy@incue.app) and we will promptly remove you from all correspondence for the Service. You understand and agree that being removed from all correspondence for the Service may mean some features of our Service may not function properly or may not be available to you, and you may not be able to use the Service.

### **Google Maps**

Incue uses a variety of Google services to enhance the functionality of the Service, as well as to provide users with a better user experience. Use of Google Analytics is subject to the Google Analytics Terms of Service. Use of Google Maps is subject to the Google Analytics Terms of Service. The use of Google services are subject to the Google Terms of Service and the Google Privacy Policy.

### **Storage and Security**

Subject to this Privacy Policy, and unless you otherwise provide us with specific instructions, we will only store Your Data for as long as is necessary to provide you with access to and use of the Service, fulfill our Terms of Service (if applicable), or as otherwise required by law. Incue has implemented and we routinely update and maintain appropriate administrative, physical and technical security measures to help protect Your Data from unauthorized access. Some of the safeguards we use to protect Your Data are firewalls and data encryption, information access controls, controlled access to our facilities and 24/7 monitoring of our systems databases. You acknowledge that your access to and use of the Service and, if applicable, acceptance of our Terms of Service is voluntary and undertaken with full knowledge and awareness that such activities necessarily entail risks, including security breaches, unavailability, loss or corruption of data, and other inherent risks associated with computer software, communications via the Internet, electronic communications and processing. You should take particular care in deciding what information you send or otherwise make available to us, and you should always back up Your Data or content you send or otherwise make available to us. Except as otherwise required by applicable law, Incue shall not be liable for the storage or loss of any of Your Data or content. If you believe your credentials for accessing and using the Service have been compromised, please contact us immediately at [privacy@incue.app](mailto:privacy@incue.app).

### **Children Under the Age Of 16**

We do not specifically or knowingly provide or market our Service to children under the age of 16 or collect, store, use, share, or otherwise process Personal Information from children under the age of 16.

### **Unsolicited Information**

This Privacy Policy shall not apply to any unsolicited information you provide to us. This includes, but is not limited to, information posted to any public areas of the Service, such as bulletin boards, any ideas for new products or services, or modifications to existing products or services, claim or demand letters, Digital Millennium Copyright Act notices, and other unsolicited submissions (collectively, “Unsolicited Information”). All Unsolicited Information shall be deemed to be non-confidential and we shall be free to reproduce, use, disclose, distribute and exploit such Unsolicited Information without limitation or attribution. However, if any of your Personal Information is included in any Unsolicited Information we will only process that Personal Information in compliance with this Privacy Policy and applicable law.

### **Amendments to Privacy Policy**

Incue may update this Privacy Policy at any time and from time to time by posting such updates on this web page and either providing notice to the last e-mail address you provided to us or providing you with notice by other similar

means. We reserve the right, at our discretion, to modify, add, or remove portions of this policy at any time. Please check this page periodically for changes. If an update changes how we use your Personal Information or applicable law otherwise requires your consent, we will also seek your consent prior to such update applying to you. Upon providing notice as noted above, updates which do not require your consent will be effective regardless of whether your consent is obtained.