

## **PERFORMANCE SAMPLES PRIVACY POLICY**

This privacy policy (the “Policy”) explains how and for what purposes Performance Samples LLC, a California limited liability company, d/b/a “Performance Samples”, and its related companies (collectively, “Performance Samples”, “we”, “us”, or “our”) collects, uses, and shares information of users (“you” or “your”) of the URL “www.performancesamples.com” and on other websites or apps that we own where this policy is posted (individually, and collectively, the “Site”).

This Policy contains the following 12 sections:

- 1. INTRODUCTION.**
- 2. INFORMATION WE RECEIVE.**
- 3. INFORMATION YOU SHARE WITH THIRD PARTIES.**
- 4. HOW WE USE YOUR INFORMATION.**
- 5. HOW WE SHARE INFORMATION.**
- 6. HOW YOU CAN VIEW, CHANGE, OR REMOVE INFORMATION.**
- 7. SECURITY OF YOUR INFORMATION.**
- 8. CHANGES TO THIS PRIVACY POLICY.**
- 9. CONTACT INFORMATION.**
- 10. GOVERNING LAW AND JURISDICTION.**
- 11. LINKS TO THIRD PARTY SITES.**
- 12. EFFECTIVE DATE.**

### **1. INTRODUCTION.**

1.1. Performance Samples values the privacy of our users and takes the privacy of your information very seriously. We want to earn your trust by being transparent about how the Site works. Please read this Policy carefully. By using the Site, you are agreeing to be bound by this Policy.

1.2. **NO INFORMATION FROM CHILDREN UNDER 13; PARENTAL PARTICIPATION.** If you are under the age of eighteen (18), please do not attempt to use the Site or provide any personal information about yourself to us. Anyone who provides their personal information to us through the Site or otherwise represents that they are eighteen (18) years of age or older. If we learn that we have collected personal information from a child under age thirteen (13), we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under thirteen (13), please contact us at: [info@performancesamples.com](mailto:info@performancesamples.com). We strongly recommend that minors thirteen (13) of age or older ask their parents for permission before sending any information about themselves to anyone over the Internet and we encourage parents to teach their children about safe Internet use practices.

### **2. INFORMATION WE RECEIVE.**

2.1. We may collect and process the following information about you:

2.1.1. **INFORMATION THAT YOU PROVIDE US.** This includes information about you and/or others that you provide when (a) using the Site, and/or (b) if you contact us with a query.

2.1.2. We may also collect information regarding your usage of the Site, such as:

(a) **SITE ACTIVITY INFORMATION.** We may keep track of the actions you take on the Site, such as, details of your visits to the Site, the resources you access, any data viewed, uploaded or downloaded, the number of times you view a particular section of the Site, and/or any comments you provide as a customer or user of the Site.

(b) **ACCESS DEVICE AND BROWSER INFORMATION.** When visiting the Site, we may log your computer operating system type, browser type, browser language, the website you visited before browsing to the Site, pages you viewed, how long you spent on a page, access times, Internet protocol (IP) address, information about your use of and actions on the Site, and location data.

(c) **COOKIE INFORMATION.** We may log information using “cookies.” Cookies are small data files stored on your hard drive by a website. We may use cookies to help us make our Site and your visit better.

(d) **WEB BEACONS.** We may log information using digital images called “web beacons” on the Site or in our emails. We may use web beacons to manage cookies, count visits, and/or to learn what marketing works and what does not. We may also use web beacons to tell if you open or act on our emails.

2.2. If you do not provide information which we reasonably request, then you may not be able to access the full range of features on the Site.

### **3. INFORMATION YOU SHARE WITH THIRD PARTIES.**

3.1. We take steps to ensure that others use information that you share on the Site in a manner consistent with this Policy, but we cannot guarantee that they will follow our rules. Please review this section to learn more about how you can protect yourself when you share information with third parties.

3.2. **SHARING INFORMATION ON THE SITE.** We currently do not maintain a process for you to change privacy settings.

3.3. If you use an external source to publish information to the Site, you should check the privacy setting for that external source.

### **4. HOW WE USE YOUR INFORMATION.**

4.1. We use your information to operate, maintain, and improve the Site. Specifically, we may use your information to do the following:

- (a) Administer your accounts with us;
- (b) Process materials submitted by you;
- (c) Contact you with information about goods and services;
- (d) Provide you with information, products, or services that you request from us;
- (e) Verify your identity;
- (f) Carry out marketing analysis and make general improvements to the Site;
- (g) Obtain your views or comments on the services we provide or to ask you to participate in surveys;
- (h) Contact the winners of any competitions and help us plan other promotional activities;
- (i) Ensure that content from the Site is presented in the most effective manner for you and for your computer;
- (j) Carry out our obligations arising from any contracts or agreements entered into between you and us; or
- (k) Protect, investigate, and deter against fraudulent, unauthorized, or illegal activity.

4.2. We may also provide the public and/or third parties (e.g. advertisers) with aggregate information about our users. We may provide such aggregate information to help the public and/or third parties reach the kind of audience they want to target or to help market the Site.

4.3. We may also display to all visitors of the Site any or all of your information that is publicly available and/or any other information you elect to share.

### **5. HOW WE SHARE INFORMATION.**

5.1. We share your information with third parties when we believe the sharing is permitted by you, reasonably necessary to offer our services, and/or when we are legally required to do so. Specifically, we may share your information as follows:

- (a) With your consent;
- (b) When we do a business deal, or negotiate a business deal, involving the sale or transfer of all or a part of our business or assets;
- (c) For legal, protection, and safety purposes. For example, to comply with laws or to respond to lawful requests and legal processes;
- (d) To protect our rights and property, and the rights and property of our agents, customers, and others. This includes enforcing our agreements and policies;
- (e) In an emergency. This includes protecting the safety of our employees and agents, our customers, or any person;
- (f) With those who need it to do work for us; and/or
- (g) We may also share aggregated and/or anonymized data with others for their own uses.

## **6. HOW YOU CAN VIEW, CHANGE, OR REMOVE INFORMATION.**

- 6.1. **VIEWING AND EDITING YOUR INFORMATION.** Prior to submitting any information on the Site, you may change and/or delete your information at any time in the applicable section of the Site.
- 6.2. **LIMITATIONS ON REMOVAL.** Even after you remove information from your profile or delete your account, copies of that information may remain viewable elsewhere to the extent it has been shared with others or it was copied or stored by other users. Additionally, we may retain certain information to prevent identity theft and other misconduct even if deletion has been requested.
- 6.3. **OPT OUT.** If you do not want us to contact you in respect of goods or services, you may opt out at any time. You can exercise this right at any time by unsubscribing via the link in the newsletter we send you. If you opt out, we may still send you non-marketing emails. Non-marketing emails include emails about your account and our business dealings with you.
- 6.4. You may send requests about personal information to: [info@performancesamples.com](mailto:info@performancesamples.com).
- 6.5. You can typically remove and reject cookies from the Site with your browser settings. Many browsers are set to accept cookies until you change your settings. If you remove or reject our cookies, it could affect how our Site works for you.
- 6.6. Third parties, including Facebook and Google, may use cookies, web beacons, or other storage technologies to collect or receive information from your activity on the Site and use that information to provide measurement services and target ads. Here are links to learn about how you can opt-out of the collection and use of information for ad targeting: <http://www.aboutads.info/choices> and <http://www.youronlinechoices.eu/>.
- 6.7. **DO NOT TRACK.** We do not currently respond to “Do Not Track” signals.

## **7. SECURITY OF YOUR INFORMATION.**

- 7.1. We do our best to keep your information secure. However, no company can fully prevent security risks, mistakes may happen, and bad actors may defeat even the best safeguards.
- 7.2. Steps we take to keep your information secure. The Site uses a security system that protects any personal information that is stored on our servers from unauthorized use. However, as no data transmissions over the Internet can be guaranteed to be 100% secure, we cannot take responsibility for any unauthorized access or loss of your information that is beyond our reasonable control.
- 7.3. **RISKS INHERENT IN SHARING INFORMATION.** We cannot control the actions of other users with whom you share your information. We cannot guarantee that only authorized persons will view your information. We cannot ensure that information you share on the Site will not become publicly available. We are not responsible for third party circumvention of any security measures on the Site. You can reduce these risks by using common sense security practices such as choosing a strong password, using different passwords for different services, and using up to date antivirus software.
- 7.4. **REPORT VIOLATIONS.** You should report any security violations to us by emailing: [info@performancesamples.com](mailto:info@performancesamples.com).
- 7.5. **ENFORCEMENT.** We regularly review our compliance with the Policy. If we receive a formal written complaint, we will contact the person who made the complaint to follow up. We work with the appropriate regulatory authorities to resolve any complaints regarding the transfer of personal data that we cannot resolve with our users directly.

## **8. CHANGES TO THIS PRIVACY POLICY.**

- 8.1. We may change this Policy at any time. If we make any changes, we will change the Effective Date below.
- 8.2. By using the Site, you signify your acceptance of the revised privacy policy.
- 8.3. We encourage you to periodically review the Site’s current privacy policy.

## **9. CONTACT INFORMATION.**

- 9.1. If you have any questions, comments, or concerns about this Policy, please email us at: [info@performancesamples.com](mailto:info@performancesamples.com).

**10. GOVERNING LAW AND JURISDICTION.**

10.1. The Site is operated from the United States of America. By using the Site, you consent to having your personal information transferred to and processed in the United States.

10.2. Any dispute or claim arising out of or in connection with this Policy or its subject matter shall be governed by and construed according to the laws of the State of California, without giving effect to any conflict of laws provisions. The Federal and state courts located in the State of California, County of San Francisco, shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. In the event of a dispute, the prevailing party shall be entitled to the reasonable cost of attorneys' fees in connection therewith.

**11. LINKS TO THIRD PARTY SITES.**

11.1. The Site may contain links to and from the websites of our partners, advertisers, and associates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for the protection of any data supplied to other sites.

**12. EFFECTIVE DATE.**

12.1. This Policy was last updated on October 25, 2017.