



Brand Cam Privacy Policy

Last updated Dec 19th, 2023

Brand Cam. ("Brand Cam" "we" "our" or "us") respects your privacy and is committed to protecting it through our compliance with this privacy policy. Brand Cam provides a photo booth platform for both individuals and businesses (the "Photo Services").

Please note that by visiting or using www.brandcam.io (the "Site"), the Brand Cam desktop and mobile applications (the "Applications"), the various related products (the "Products"), and the various related services, features, functions, software, applications, websites and networks associated with the photo booth platform (together with the Site, the Applications, the Products, the Photo Services, collectively, the "Brand Cam Services"), you are accepting the practices described in this privacy policy. This privacy policy is incorporated by reference into the Terms of Service (the "Terms") that govern your use of the Site, the Applications, the Products, the Photo Services, and the other Brand Cam Services.

This policy describes the types of information we may collect from you or that you may provide when you access or use the Site, the Applications, the Products, the Photo Services, and the other Brand Cam Services or other features, functions, services, or products and our practices for collecting, using, maintaining, protecting and disclosing that information.

This policy applies to information we collect or may collect:

- In accessing and using the Site.
- In registering to use the Photo Services and the other Brand Cam Services.
- In accessing and using the Applications, the Photo Services and the other Brand Cam Services.
- In e-mail, text and other electronic messages sent on or through any of the Brand Cam Services.
- When you interact with other users of the Brand Cam Services.
- When you send any content, including photographs, on or through any of the Photo Services or the other Brand Cam Services.
- When you interact with our advertising and applications on third-party websites and services.
- Through services provided to us by third-party companies, agents or contractors.

It does not apply to information collected by:

- Us offline or through any other means, including on any other website operated by Brand Cam or any third party; or

- Any third party, including through any application or content (including advertising) that may link to or be accessible from or on the Site, the Applications, the Photo Services or the other Brand Cam Services.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your only choice is not to use any of the Brand Cam Services. By accessing or using any of the Brand Cam Services, you agree to this privacy policy. This policy may change from time to time. Your continued use of any of the Brand Cam after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Minors under the Age of 18

None of the Brand Cam Services is intended for minors under 13 years of age. If you are between the ages of 13 and 18 (or between 13 and the age of legal majority in your country of residence), you may only use the Brand Cam Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. No one under age 13 may provide any information on or through the Site, the Applications, the Photo Services or the other Brand Cam Services. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on or through any of the Brand Cam Services or any of its features or register on the Site or the Applications, use any of the interactive or public comment features of the Photo Services or the other Brand Cam Services or provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe that we might have any information from or about a child under 13, please contact us at brandcam.io.

Information We Collect About You and How We Collect It

We collect or may collect several types of information from and about users of the Site, the Applications, the Products, the Photo Services, and the other Brand Cam Services, including:

- Information by which you may be personally identified, such as photographs (the "Photos"), name, company name, postal address, date of birth, mobile phone number, and e-mail address ("personal information").
- Financial and billing information;
- Information that is about you but individually does not identify you, such as IP address and date and time of visit, device information such as the hardware model, operating system version, unique device identifiers, browser type, language, wireless network, and mobile network information. Analytics or usage information and details such as when you use the Site or any of the other Brand Cam Service, your search queries on or through any of the Brand Cam Services, information about your internet and mobile connections, IP addresses, and information collected through cookies, web beacons and other tracking technologies and location data.
- The content you provide, including any Photos, comments, or postings through the Site and Applications and information about that content, such as if the recipient has viewed

the content, replayed the content, interactions with the content, logs of users that accessed the content and metadata or statistics associated with the content.

- Information that you provide by registering or filling in forms, surveys, and questionnaires on or through the Site or the Applications for research, marketing, and other purposes. This includes information provided in connection with registering to access and use the Applications, the Photo Services and the other Brand Cam Services, posting notes, photos, comments and other information in connection with the Photo Services or otherwise or requesting further services or products. We may also ask you for information when you report a problem with the Site, the Applications, the Photo Services or any of the other Brand Cam Services.
- Records and copies of your correspondence (including e-mail addresses), if you contact us.
- Details of transactions you carry out on or through any of the Brand Cam Services, including registration for the Photo Services and taking photographs using the Photo Services. You may be required to provide financial or payment information before being able to access certain of Brand Cam Services or other features and services available through any of the Brand Cam Services, which we may keep on file.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through or use the Site, the Applications, the Products, the Photo Services and the other Brand Cam Services.
- From third parties, such as other Users and our customers, business partners and other third parties that provide us or you with certain services.

Certain web transactions may also involve you calling us or our calling you. Please be aware that we may monitor and, in some cases, record such calls for staff training or quality assurance purposes.

Now or in the future, you may also be able to provide Photos, notes, audio and video recordings, text, data, information, and other input or any other content linked, posted, and/or submitted by you or other users in connection with the Photo Services to be published or displayed (hereinafter, "posted") on the Site or the Applications, or transmitted to other users of the Brand Cam Services or third parties (collectively, "User Content"). Your User Content is posted on and transmitted to others at your own risk. We cannot control the actions of other users of the Site, the Applications, the Photo Services or the other Brand Cam Services with whom your User Content is shared. Therefore, we cannot and do not guarantee that your User Content will not be viewed, downloaded or shared by unauthorized persons.

Use of Cookies and Other Tracking Technologies.

The technologies we use for automatic data collection may include:

- Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of the Site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to the Site.

- Web Beacons. Pages of the Site and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit Brand Cam, for example, to count users who have visited those pages or opened an e-mail and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Do Not Track Policy

Your web browser may offer you a “Do Not Track” option, which allows you to signal to operators of websites and web applications and services (including behavioral advertising services) that you do not wish such operators to track certain of your online activities over time and across different websites. We do not honor any web browser “Do Not Track” signals or other mechanisms that provide you with the ability to exercise choice regarding the collection of personally identifiable information about your online activities over time and across third-party websites or online services.

Third-party Responsibilities and Services.

We may use or partner with other third-party companies, agents, or contractors for various purposes in connection with our business and operations (“Service Providers”), including billing and payments, relationship building, the marketing and growth of our business and the performance of services on our behalf, such as gathering and analyzing information and the provision of services to you. In the course of performing these responsibilities and providing such services, these other companies may have access to your information. We may also share information, including your information, with these service providers to enable them to perform these responsibilities and to provide these services. Many service providers have adopted their own privacy policies, which are not subject to control by Brand Cam. You should always review the policies of these Service Providers to make sure that you are comfortable with the ways in which they collect, use, maintain, protect and disclose your information.

The Service Providers may also transmit cookies to your computer or device, when you click on ads that appear on or through the Brand Cam Services. Also, if you click on a link to a third party website, such third party may also transmit cookies to you. Please be aware that cookies placed by third parties may continue to track your activities online even after you have left all of the Brand Cam Services, and those third parties may not honor “Do Not Track” requests you have set using your web browser.

Use of Remarketing with Google Analytics and Google Adwords and Other Remarketing Services

The Brand Cam Services may use the Google AdWords and other remarketing service to advertise on third party websites (including Google) to previous visitors to the Site. It could mean that we advertise to previous visitors who haven’t completed a task on the Site, for example using the contact form to make an enquiry. This could be in the form of an advertisement on the Google search results page, or a site in the Google Display Network. Service Providers, including Google, use cookies to serve ads based on someone’s past visits

to the Site. Of course, any data collected will be used in accordance with this privacy policy, Google's privacy policy, or the privacy policy of other remarketing services used by Brand Cam. You can set preferences for how Google advertises to you using the Google Ad Preferences page, and if you want to, you can opt out of interest-based advertising entirely by cookie settings or [permanently using a browser plugin](#).

DoubleClick may use Google Analytics remarketing codes to log when users view specific pages or take specific actions on a website. This allows them to provide targeted advertising in the future. If you do not wish to receive this type of advertising from DoubleClick in the future, you can opt out using the [DoubleClick opt-out page](#) or the [Network Advertising Initiative opt-out page](#).

Google has additional information available about its Remarketing Privacy Guidelines, Policies, and Restrictions on its website.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To provide you the Photo Services that you request from us.
- To provide you the Applications and the other Brand Cam Services and the content and the other products and services that you request from us.
- To provide the Site and its contents to you.
- To process and complete transactions, including registration for the Photo Services and the other Brand Cam Services, and to send you related information.
- To provide technical and other support to you.
- To send you promotional communications, such as providing you with information about services, features, surveys, newsletters, offers and events; and providing other news or information about us, our users, our customers and our select partners. You must opt-in to receive any of these communications. Notwithstanding the foregoing, if you have created an account with respect to the Photo Services, we may send you general information about licenses to use the Photo Services and the other Brand Cam Services without your opting-in to receive such information.
- To enable Service Providers to perform certain responsibilities and provide certain services in connection with our business and operations.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to the Site, the Applications, the Photo Services or the other Brand Cam Services and other products and services we offer or provide through them.
- To allow you to participate in interactive features on or through any of the Brand Cam Services.
- To personalize the services by, among other things, providing advertisements, content, or features that match user profiles, interests, or previous activities.
- To enhance the safety and security of the Brand Cam Services.
- To verify your identity and prevent fraud or other unauthorized or illegal activity.

- To enable marketing, remarketing, targeted advertising and similar services from Service Providers, including direct and indirect marketing and on-line behavioral advertising regarding our own and third party products and services that we believe may be of interest to you, advertising on third party websites.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

The information that we collect automatically is statistical data and does not include personal information, but we may maintain it or associate it with personal information we collect in other ways or receive from third parties or you provide to us. It helps us to improve the Brand Cam Services and to deliver a better and more personalized service, including enabling us to:

- Estimate our audience size and better understand usage patterns.
- Store information about your preferences, allowing us to customize the Applications and the Site according to your individual interests.
- Speed up your searches.
- Recognize you when you return to the Site or the Applications.

We may store any information that we collect (personal or otherwise) ourselves or in databases owned and maintained by our affiliates, agents or service providers. If you use the Site, the Applications, the Photo Services or the other Brand Cam Services outside of the United States, information that we collect about you may be transferred to servers inside the United States and maintained indefinitely, which may involve the transfer of information out of countries located in the European Economic Area and other parts of the world unless otherwise prohibited by applicable law or agreed by Brand Cam and you. By allowing Brand Cam to collect information about you, you hereby consent to such transfer and processing of such information without restriction. We may also store some information locally on your computer or other devices. For example, we may store information as local cache so that you can open the Applications and the Site and view content faster.

Although users from all over the world may access the Site, the Applications, the Photo Services and the other Brand Cam Services, keep in mind that no matter where you live or where you happen to use our services, you consent to us processing and transferring information in and to the United States and other countries whose data-protection and privacy laws may offer fewer protections than those in your home country.

Use of the Photos

Brand Cam uses your Photos to provide the Photo Services and other related ancillary purposes. You can withdraw your consent to the use of your photos at any time and we will delete your photo(s) upon your request by emailing us the unique link to your photo with your request to cam@brandcam.io.

Brand Cam also uses your facial features in the mobile Application to provide the Photo Services. The mobile Application uses geometric points for facial features (such as the eyes, nose, chin or whole face) to determine where to place a digital prop that you have selected with intent to put on your face. The facial data itself is not uploaded to our servers. It is instead converted into placement information for the specific digital prop.

At no time does Brand Cam use the facial features of participants in Photos for face recognition. The Application does not use any face recognition technology or other technical means for the processing of biometric data for the unique identification of participants in Photos.

Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To other Users of the Photo Services and the other Brand Cam Services.
- To our customers in connection with the Photo Services and the other Brand Cam Services, including customers that have licensed or purchased any of our Products.
- To Service Providers, contractors and other third parties we use to support our business, including credit card payment processors and marketing support.
- To a potential or actual buyer or other successor (including its related advisors and agents) in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of Brand Cam's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by Brand Cam about users of the Site, the Applications, the Photo Services or any of the other Brand Cam Services is among the assets transferred.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

In addition, we may upload to, or disclose any or all of your Photos on, the Site or any of our social and other networks, including Facebook and Twitter.

We may also disclose your personal information:

- To comply with any court order, law or legal process, including to respond to any government or regulatory request.
- To enforce or apply the Terms and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Brand Cam, our customers or others.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- Tracking Technologies and Advertising. You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that all or some parts of the Brand Cam Services may then be inaccessible or not function properly.
- Promotional Offers from Brand Cam. To have your e-mail address/contact information used by Brand Cam to promote our own or third parties' products or services, you have to opt-in. This opt-in does not apply to information provided to Brand Cam as a result of

a service or product purchase, warranty registration, product service experience or other transactions.

We do not control third parties' collection or use of your information to serve interest-based advertising. You may be able to opt out of receiving personalized advertisements from companies who are members of the Network Advertising Initiative or who subscribe to the Digital Advertising Alliance's Self-Regulatory Principles for Online Behavioral Advertising. For more information about this practice and to understand your options, please visit: <https://www.aboutads.info> and <https://www.networkadvertising.org/choices/>. You may also use TRUSTe's Preference Manager at <https://preferences-mgr.truste.com>.

Accessing and Correcting Your Information

You may send us an e-mail at cam@brandcam.io to request access to, change, correct or delete any personal information that you have provided to us. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Content from any of the Brand Cam Services (including any Photos or other User Content stored in the cloud), copies of your Photos and User Content may remain viewable in cached and archived pages, or might have been copied or stored by other users of the servers, the Site, the Applications, the Photo Services or the other Brand Cam Services. Proper access and use of information provided on or through the Site, the Applications, the Photo Services or the other Brand Cam Services, including User Content, are governed by the Terms.

Your California Privacy Rights

California Civil Code Section § 1798.83 permits users of the Site or the Applications that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to cam@brandcam.io.

How Long We Store Your Personal Information

We will only retain your personal information, including your Photos, in a form that permits us to identify you, for as long as necessary to fulfill the purposes we collected it for. We will retain and use your personal data as necessary to satisfy any legal, accounting or reporting requirements, to resolve disputes or to enforce our agreements and rights. To dispose of personal information, we may anonymize it, delete it or take other appropriate steps. Personal information may persist in copies made for backup and business continuity purposes for additional time.

Data Security

We understand that the security of your personal information is important. We provide reasonable administrative, technical, and physical security controls to protect your personal information. However, despite our efforts, no security controls are 100% effective and Brand Cam cannot ensure or warrant the security of your personal information. Any transmission of

personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Site.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of the Site and/or the use of the Applications, the Photo Services or the other Brand Cam Services, you are responsible for creating a secure password and keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Site and the Applications. The information you share in public areas may be viewed by any user of the Site or the Applications.

Changes to Our Privacy Policy

It is our policy to post any changes we make to our privacy policy on this page with a notice that the privacy policy has been updated on the home pages of the Site or the Applications for at least 30 days. If we make material changes to how we treat our users' personal information that are materially less protective than provided in this policy, we will use reasonable efforts to notify you by e-mail to the e-mail address specified in your account and/or through a notice on the home pages of the Site and to attempt to get your consent to the changes. The date the privacy policy was last updated is identified above. You are responsible for ensuring that we have an up-to-date active and deliverable e-mail address for you, and for periodically visiting the Site and this privacy policy to check for any changes. Like our Terms, of which this privacy policy is a part, your use of the Site, the Applications, and/or continued use of the Photo Services or any of the other Brand Cam Services after our efforts to contact you means that you agree to be bound by such changes.

Survival

The policies indicated in this privacy policy will remain effective, even if the Terms and any other agreement between us are terminated and you are no longer using the Site, the Applications, the Photo Services or any the other Brand Cam Services.

Contact Information

To ask questions or comment about this privacy policy and our privacy practices or need to reach us for any other reason, you may contact us by e-mail at cam@brandcam.io.

