Picdmo Inc.

PRIVACY POLICY

Picdmo Inc., a Delaware corporation, ("**Picdmo**") is an innovative photograph and video management application that harnesses the power of artificial intelligence to organize, search, and securely store your photographs and videos. Picdmo collects information from individuals (each a "**User**") using "Picdmo™", a mobile software application, (the "**Application**") and Picdmo's website located at www.picdmo.com (the "**Site**"). Picdmo respects the privacy of each User, and this policy sets forth, among other things, how Picdmo protects, discloses, modifies and uses information collected from a User.

1.   **Acceptance**

Each User should review this policy carefully, and be sure User understands it, prior to using the Application or the Site. Use of the Application or the Site is deemed to be User's acceptance of this policy. If User does not accept this policy, User should not use, and should immediately terminate User's use of, the Application and the Site and not otherwise provide any information to Picdmo. For purposes of this Section, accessing the Site only to review this policy is not deemed to be use of the Site.

2.   **Data Privacy Framework**

Some information collected by Picdmo may relate to individuals in the European Union, United Kingdom (and Gibraltar), or Switzerland. The European Union, United Kingdom, and Switzerland have adopted and approved, or are in the process of approving, requirements for the protection of certain information. In order to satisfy such requirements, Picdmo will comply with, and self-certifies to, the U.S. Department of Commerce under, (a) the E.U.-U.S. Data Privacy Framework Principles, including the Supplemental Principles and Annex I (the "E.U.-U.S. DPF"), (b) the U.K. Extension to the E.U.-U.S. DPF, and (c) the Swiss-U.S. Data Privacy Framework Principles, including the Supplemental Principles and Annex I (the "Swiss-U.S. DPF"), regarding Picdmo's

65847633v5

protection, transfer, and use of personal data transferred from the European Union, United Kingdom (and Gibraltar), and Switzerland, as applicable, to the United States (the "Framework"). In particular, Picdmo agrees to adhere to the Framework's principles of notice, choice, accountability for onward transfer, security, data integrity and purpose limitation, access, and recourse, enforcement and liability with respect to Framework Information.

For purposes of enforcing compliance with the Framework, Picdmo is subject to the investigatory and enforcement authority of the U.S. Federal Trade Commission, which can impose sanctions consisting of administrative orders and civil penalties. Picdmo is listed at https://www.dataprivacyframework.gov/list as an active participant in the Framework. For more information regarding the Framework, please see the U.S. Department of Commerce's website at https://www.dataprivacyframework.gov/s/.

3.   **Information**

In this policy, the following information is covered:

(a)   "**Analytical Information**" means all Non-Personal Information collected by Picdmo, either directly or through a third party acting on behalf of Picdmo, using cookies, server log files and other tracking technology (including, but not limited to, (i) the search terms, the Internet service provider and the browser used by User, (ii) the access date and time, connection speed, language, location, manufacturer, and operating system of User's computer, and (iii) whether or not User opens e-mail messages and other electronic communications from Picdmo, and if User did so, when they were opened);

(b)   "**Collected Information**" means all (i) Personal Information and (ii) Non-Personal Information;

(c)   "**Framework Information**" means all Personal Information that relates to individuals in the European Union, United Kingdom (and Gibraltar), or Switzerland and that is otherwise covered by the Framework;

(d)   "**Non-Personal Information**" means all information that is collected by or on behalf of Picdmo through (i) the Application or the Site, (ii) e-mail messages and other electronic communications that User sends to Picdmo, and (iii) other sources in the course of Picdmo's business, and that is not Personal Information;

(e)   "**Personal Information**" means all information that is collected by or on behalf of Picdmo through (i) the Application or the Site, (ii) e-mail messages and other electronic communications that User sends to Picdmo, and (iii) other sources in the course of Picdmo's business, and that identifies, or can be used in conjunction with other readily-accessible information to identify, an individual; and

(f)   "**Sensitive Framework Information**" means all Framework Information of an individual concerning such individual's (i) health, (ii) racial or ethnic origin, (iii) political opinions, (iv) religious or philosophical beliefs, (v) union membership, (vi) genetic data, (vii) biometric data, (viii) sex life or sexual orientation, and (ix) social assistance measures or administrative and criminal proceedings or sanctions.

4.   **Collected Information**

All Collected Information is voluntarily provided by User, or obtained automatically through the Application or the Site. Regardless of the method used to obtain Collected Information, Picdmo will collect and retain Collected Information on the primary and backup files of Picdmo (or a third party acting on its behalf) only to the extent consistent with: (a) applicable privacy and security laws; (b) the purposes for which the Collected Information is provided; and (c) except for Framework Information, for Picdmo's other legitimate business purposes (including, but not limited to, marketing). User is responsible

65847633v5

for obtaining any approvals, authorizations, consents, permissions and permits, and for making all filings and giving all notices, that are reasonably required in connection with User's providing Picdmo with any Collected Information (including, but not limited to, any Collected Information relating to a third party).

5.   **Choice**

User may refuse to provide any additional information to Picdmo at any time by terminating User's use of the Application and the Site, both of which collect Analytical Information. However, all Collected Information already collected by Picdmo will be handled as set forth in this policy up to and including the date such Collected Information is deleted from Picdmo's systems or the systems of a third party acting on Picdmo's behalf. If User refuses to provide any Collected Information when requested to do so by the Application or the Site, User may not be able to use the Application or the Site, or certain features of the Application or the Site.

6.   **Electronic Communications**

User consents to Picdmo's sending e-mail messages and other electronic communications to User (a) in connection with User's use of the Application or the Site, (b) in the course of Picdmo's business, or (c) for any other legitimate business purpose (including, but not limited to, marketing). Since Picdmo endeavors to send e-mail messages and other electronic communications only to individuals desiring to receive them, User can unsubscribe to receiving e-mail messages or other electronic communications from Picdmo at any time by sending notice to Picdmo at support@picdmo.com or following any directions contained in such e-mail messages or other electronic communications. Any request to unsubscribe to e-mail or other electronic communications will usually be effective within five business days after User's request is received by Picdmo.

65847633v5

7. **Analytical Information**

When User accesses the Application or the Site, Picdmo or a third party designated by Picdmo will automatically collect Analytical Information. In cases where Picdmo uses a third party to collect Analytical Information, User may want to consider how such third party uses Analytical Information. For example, Google Analytics, which is a third party used by Picdmo to collect Analytical Information, may use Analytical Information for its own purposes. More information regarding the collection and use of Analytical Information by Google Analytics is available at https://policies.google.com/technologies/partner-sites, and https://policies.google.com/privacy. The identity of any other third party designated by Picdmo to collect Analytical Information will be disclosed to User if User submits a request therefor at support@picdmo.com. Picdmo recommends that User review the privacy policies or practices of Google Analytics and such other third parties. Analytical Information will only be used by Picdmo (a) to record use of the Application and Site by User and third parties, (b) to diagnose problems with the Site, (c) to improve the Site and make the Site more useful to Users and third parties, and (d) for other legitimate business purposes of Picdmo (including, but not limited to, marketing).

The Site and Application utilize cookies and other tracking technologies to save User preferences and track User interactions. For example, Picdmo may collect Analytical Information relative to User's use of the Site and Application. When User accesses the Site, User will be asked to accept Picdmo's use of nonessential cookies for these purposes. If User does not accept Picdmo's use of nonessential cookies, User should click "Do Not Accept" before browsing the Site. By clicking "Do Not Accept" or otherwise disabling Picdmo's use of nonessential cookies, User will not disable Picdmo's use of essential cookies. In addition, and with respect to the Site, User's browser may provide the ability to not accept cookies, as well as the ability to delete already-existing cookies. Similarly, User may limit the collection of certain Analytical Information by the Application by disabling tracking in the settings function of the Application or in User's device. If User

65847633v5

modifies, refuses, disables, or deletes previously-existing cookies or other tracking technologies, User may not be able to use the Application or Site, or certain features of the Application or Site, and any advertisements User receives may not be relevant to User.

8.   **Sensitive Framework Information**

In the unlikely event that Picdmo collects any Sensitive Framework Information from User, User's explicit consent (i.e., among other things, User must "opt in") will be obtained before such Sensitive Framework Information is (a) disclosed to a third party or (b) used for a purpose other than the purposes for which such Sensitive Framework Information was collected.

9.   **Security**

Picdmo will protect Personal Information from loss, theft and unauthorized access, destruction, disclosure, modification and use as required by all privacy and data security laws applicable to Picdmo; provided, however, that, except as provided in the immediately following sentence, Picdmo will, at a minimum, use commercially reasonable administrative and technical efforts to protect Personal Information from loss, theft and unauthorized access, destruction, disclosure, modification and use. Certain Collected Information posted by User in the Application or on the Site may be accessible to other users of the Application or the Site, and Picdmo is not responsible for protecting such Collected Information from loss, theft or unauthorized access, destruction, disclosure, modification or use. For example, if User participates in a public forum on the Site, any Collected Information disclosed by User when doing so may be available to other users of the Site. Also, since no transmission of information over the Internet or electronic storage of information is completely secure, it is possible that Collected Information could be lost, stolen or accessed, destroyed, disclosed, modified or used without authorization, even if Picdmo uses such reasonable administrative and technical efforts. In using the Application or the Site, and providing Collected Information to Picdmo, User must assume the risk that

65847633v5

Collected Information could be lost, stolen or accessed, destroyed, disclosed, modified or used without authorization.

10. **Use of Collected Information**

All Collected Information may be used by Picdmo to provide services to User and for any legitimate business purpose, including, but not limited to, marketing. Picdmo uses artificial intelligence to provide its services to Users. In the case of Framework Information, and only to the extent required by the Framework, Picdmo's use of Framework Information will be consistent with the purposes for which Framework Information has been provided, or subsequently authorized, by User. If Picdmo expressly states in this policy or in another writing that any Collected Information will only be used for a specific purpose, Picdmo will only use it for such purpose, unless User subsequently consents to its being used for another purpose. Picdmo may use Collected Information to: (a) process, verify, complete transactions, and provide its services to Users; (b) send transactional messages, including responding to a User's comments, questions, and requests; (c) provide customer service and support; (d) send product news, special offers and more; (e) investigate and prevent fraudulent transactions and other illegal activities; (f) verify compliance with this policy; and (g) comply with and enforce applicable legal requirements, relevant industry standards, contractual obligations, and Picdmo's policies.

Except for Framework Information, Picdmo may sell Personal Information to third parties. For example, Picdmo may contract with third parties to license anonymized Personal Information (including but not limited to User's photographs and videos) to such third parties who use the anonymized Personal Information to train their artificial intelligence models. Picdmo may also de-identify, anonymize, copy, and create derivative works from Collected Information. Existing Users (i.e., those Users who established accounts with Picdmo prior to the effective date of this policy) who continue to use the Application and Site following Picdmo providing notice of this policy, will be deemed to consent to its applicability to all Collected Information provided to Picdmo prior to the effective date of

65847633v5

this policy. User, at any time, may opt out of the sale of their Personal Information by contacting Picdmo using the contact information in Section 23 or by using the link "Do Not Sell My Personal Information" on the Site or through the Application.

11.   **<u>Disclosures of Collected Information</u>**

Any Collected Information obtained by Picdmo, whether or not for a specific purpose, may be transferred to third parties designated by Picdmo (including, but not limited to, any affiliates, distributors, and sub-contractors or vendors engaged by Picdmo to perform administrative and technological functions) for any purposes for which Picdmo could use such Collected Information. However, in the case of Framework Information, and only to the extent required by the Framework, (a) Picdmo will notify User of such transfer, (b) such third party's right to use Framework Information is limited to such purposes, (c) such third party is obligated to provide at least the same level of privacy protection as is required by the Framework, (d) Picdmo takes commercially reasonable efforts to ensure that such third party effectively processes Framework Information in a manner consistent with Picdmo's obligations under the Framework, (e) such third party is required to notify Picdmo if such third party makes a determination that it can no longer meet its obligation to provide the same level of privacy protection as required under the Framework, (f) upon such notice, Picdmo must take commercially reasonable efforts to terminate and remediate unauthorized processing of Framework Information by such third party, and (g) upon the request of the U.S. Department of Commerce (or its designee), Picdmo must provide a summary or representative copy of the relevant privacy provisions of its agreements with such third party. In cases of onward transfers to third parties of Framework Information, Picdmo is potentially liable for the failure of such third party to comply with the Framework.

Picdmo may also at any time, in its sole discretion, disclose any Collected Information (including, but not limited to, a computer's Internet protocol addresses), whether or not User furnished such Collected Information for a specific purpose, to (a) comply with, or as

65847633v5

permitted by, any applicable law, (b) respond to any lawful request of a government or public authority for purposes of, among other things, national security and law enforcement, (c) cooperate with law enforcement, and other third parties, in investigating a claim of fraud, illegal activity or infringement of intellectual property rights or other similar causes of action, (d) protect the rights, property or legitimate business interests of Picdmo or a third party, or (e) transfer such Collected Information to a third party acquiring all, or substantially all, of Picdmo's assets and their attorneys, accountants, financial advisers, and other representatives. If any Collected Information is disclosed by Picdmo pursuant to this Section, Picdmo will have no responsibility for any action of the third party to whom or which such Collected Information is disclosed, unless provided otherwise in any privacy and data security law applicable to Picdmo.

12. **Privacy Rights and Choices relating to Personal Information**

Depending on the laws applicable in User's jurisdiction, User may have the right to make certain requests related to the use of User's Personal Information. For example, User may make the following requests:

(a) *Access and Confirm User's Personal Information.* User may request that Picdmo confirm whether Picdmo is processing your Personal Information and obtain a copy of the Personal Information, if any, Picdmo has collected about you.

(b) *Delete User's Personal Information.* User may request that Picdmo delete any Personal Information Pidcmo may have collected about User.

(c) *Correct User's Personal Information.* User may request to have any inaccurate Personal Information corrected.

(d) *Opt-out of the selling of User's Personal Information.* User may opt-out of Picdmo's selling certain Personal Information to third parties.

65847633v5

To make any of the requests set forth above, User must contact Picdmo using the contact information in Section 23. To opt-out of Picdmo selling User's Personal Information, User can click on the link "Do Not Sell My Personal Information" link on the Site or through the Application. To fulfill and respond to a request, Picdmo may need to verify User's identity. Picdmo only uses the information collected in this process to fulfill, respond to, and maintain records of, User's request. Picdmo endeavors to provide responses within the time frames provided by applicable law, and, in some cases, fulfillment may take up to 45 days depending on where User resides. If Picdmo denies a request, User may appeal that denial by contacting Picdmo as set forth in Section 23, detailing why User believes the request was improperly denied. Picdmo will review such an appeal and notify User of its decision regarding User's appeal and the justification supporting that decision. User will not face any retaliation or discrimination for exercising any of the rights provided herein.

13. **Third-Party Sites**

The Application and the Site may contain links to, or be accessible from, websites provided by third parties (individually a "**Third-Party Site**"). Any use of a Third-Party Site by User will be subject to its terms of use and other provisions, and User is responsible for complying with such terms and other provisions. This policy does not cover the privacy policies or practices of any Third-Party Site, and Picdmo is not responsible for any information User submits to, or otherwise collected by, any Third-Party Site. Picdmo is only responsible as set forth in this policy for Collected Information obtained by it through User's authorized use of the Application or the Site. User should consult each Third-Party Site for its privacy policy or practice before submitting any information to, or otherwise using, such Third-Party Site.

14. **Disclaimer**

Picdmo does not represent or warrant (a) that any Collected Information is accurate or error-free, (b) that any Collected Information was provided to Picdmo in compliance with applicable law, (c) that, in providing any Collected Information, User has all approvals,

65847633v5

authorizations, consents, permissions, and permits, and has made all filings and given all notices, reasonably required to provide such Collected Information to Picdmo, or (d) otherwise with respect to the Application, the Site or this policy. **PICDMO EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.**

15. **Children**

Neither the Application nor the Site is intended for children under 13 years of age. However, if a parent or guardian of a child who is under 13 years of age discovers that Personal Information of such child has been submitted to Picdmo through the use of the Application or the Site without a parent's or guardian's consent, Picdmo will use commercially reasonable efforts to remove such information from the Application, the Site and Picdmo's servers at such parent's or guardian's request. To request the removal of such Personal Information, such parent or guardian must contact Picdmo at support@picdmo.com, and provide all information requested by Picdmo to assist it in identifying any such Personal Information to be removed.

16. **Applicable Law**

This policy shall be governed by, and construed and interpreted in accordance with, (a) in the case of Framework Information, and solely to the extent required by the Framework, the Framework, (b) any applicable privacy and data security law solely to the extent required by such law, and (c) in all other cases, the laws of the state of Florida, without regard to its principles of conflict of laws. If there is any conflict or inconsistency between any provision of this policy and any provision of any applicable law, the latter shall control.

17. **Complaints**

If User has any claim, complaint or dispute relating to any Collected Information or this policy, User must first submit such claim, complaint or dispute to Picdmo at support@picdmo.com, and Picdmo must be given a reasonable opportunity of not less than 45 days to investigate and respond to such claim, complaint or dispute. Upon Picdmo's

65847633v5

completing such investigation and so responding, Picdmo and User must then attempt, in good faith, to promptly resolve any unresolved aspects of such claim, complaint or dispute. If any aspect of such claim, complaint or dispute remains unresolved after an additional reasonable period of time of not less than 45 days, (a) User may only commence an arbitration proceeding against Picdmo in connection with the unresolved portion of such claim, complaint or dispute in Collier County, Florida. If User's unresolved complaint relates to Framework Information, User may utilize the process described in Section 18 to resolve the complaint.

Except for actions to protect intellectual property rights and to enforce an arbitrator's decision under this Section, all claims, complaints and disputes arising from, or relating to, any Collected Information or this policy shall be submitted to, and resolved by, arbitration under the consumer or commercial rules of the American Arbitration Association ("**AAA**"), as applicable, then in effect, except to the extent expressly modified pursuant to this Section. The AAA's consumer and commercial rules can be found at www.aaa.org. In any arbitration pursuant to this Section, there shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with the consumer or commercial rules of the AAA, as applicable. The arbitration shall be conducted by telephone, online or in person, in the sole discretion of the arbitrator, and if the arbitration is to be held in person, it shall take place in Collier County, Florida. All awards and findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement; provided, however, that all such awards and findings must be consistent with the provisions of this Agreement.

WITHOUT LIMITING THE GENERALITY OF THIS SECTION, AND FOR THE SAKE OF CLARITY, USER WAIVES ANY RIGHT TO (I) A TRIAL BY JURY, (II) COMMENCE, OR PARTICIPATE IN, A CLASS ACTION (OR OTHER SIMILAR) ARBITRATION OR LAWSUIT, AND (III) COMMENCE A LAWSUIT IN CERTAIN CIRCUMSTANCES.

65847633v5

18. **Independent Recourse Mechanism**

If User's complaint relates to Framework Information and User and Picdmo are unable to resolve User's complaint pursuant to the process described in Section 17, Picdmo offers an independent recourse mechanism to resolve User's complaint. The independent recourse mechanism offered by Picdmo is more fully described at https://www.dataprivacyframework.gov/s/. In order to access the independent recourse mechanism, User must file a complaint with the International Centre for Dispute Resolution of the American Arbitration Association ("ICDR") and, after receiving User's complaint, ICDR will resolve the dispute between User and Picdmo by following the ICDR Dispute Resolution Procedures located at https://go.adr.org/dpf_irm.html. All fees of ICDR in connection with User's use of the independent recourse mechanism described in this Section will be paid by Picdmo.

If all other options available to User for resolving a complaint are unsuccessful, and upon satisfaction of certain other conditions, User can lodge the unresolved complaint with the Framework Panel, which is an "arbitration mechanism" of three neutral arbitrators. Any decision of the Framework Panel is binding on, and enforceable against, Picdmo in courts of the United States.

19. **Entire Agreement**

Except as set forth in this Section, this policy contains the entire agreement, and supersedes all prior oral and written agreements, proposals and understandings, between User and Picdmo with respect to Collected Information and the subject matter of this policy. However, if User uses the Application or the Site, such use will be subject to this policy, plus any other written agreement between the parties that is applicable thereto (including, but not limited to, an End User License Agreement for the Application). If there is any conflict or inconsistency between any provision of this policy and any provision of such other agreement, the former shall control.

65847633v5

20.   **Severability**

Whenever possible, each provision of this policy shall be interpreted to be effective and valid under applicable law. If, however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder of such provision, or any other provision of this policy, being prohibited or invalid.

21.   **Revisions**

Picdmo may revise any provision of this policy from time-to-time by posting the revised provision on the Application and the Site so long as such revision does not conflict with any law applicable to Picdmo. Any such revision will take effect immediately upon such posting. However, in certain circumstances regarding Picdmo's processing of Personal Information, Picdmo will notify existing Users by email that Picdmo has revised this policy and, unless User notifies Picdmo that User does not consent to the revision, any such revision will apply to all previously collected Personal Information. It is User's responsibility to periodically check this policy on the Application or the Site for revisions to this policy. The latest version of this policy will always be the one posted on the Application and the Site.

22.   **Expenses**

Except as provided in this policy or any privacy or data security law applicable to Picdmo, User is solely responsible for all fees and disbursements of any attorney or other advisor retained by User in connection with enforcing User's rights under this policy or any privacy or data security law applicable to Picdmo.

23.   **Contact Information**

65847633v5

If User has any questions, desires additional information, or desires to notify Picdmo of anything, regarding this policy, User should promptly contact Picdmo using any one of the methods set forth below:

Sending regular mail to:

Attn: Privacy Policy
Picdmo Inc.
4851 Tamiami Trail N, Suite 200
Naples, Florida 34103

-or-

Sending e-mail to: support@picdmo.com.

Effective Date: November 22, 2024