

JIDO PRIVACY POLICY

EFFECTIVE DATE: [10/24/19]

1. PURPOSE OF POLICY

We created this Privacy Policy (“Policy”) to give confidence to Developers and End-Users who directly or indirectly visit and use the Jido website, service, and related services, which may include application programming interfaces, software development kits, and/or other related services provided by us (collectively, the “Service”). This Policy covers how we collect, use, store, and share various information that, on its own or in combination with other information, may be used to identify individuals (“Personal Data”). All references to “we”, “us”, “our”, or “Jido” refer to Jido Inc., a Delaware corporation. All references to “Developers” refers to mobile application developers who directly use the Service, which may be individuals or legal entities. “Developers” also refers to people who provide us with their contact information to learn more about our products and services. All references to “End-Users” refers to the individual end-users of the mobile applications created by Developers. References to “you” or “users” refers to both Developers and End-Users.

This Policy has been updated to comply with the requirements of the data privacy law known as the EU General Data Protection Regulation (“GDPR”).

Do not hesitate to contact us at info@jidomaps.com if you have any questions or want to discuss this Policy.

2. INFORMATION WE COLLECT AND HOW WE USE IT

Developer Data.

When Developers sign up for the Service, we require various information that may be considered Personal Data. To access the Service, Developers will be required to provide us with the name of the individual signing up for the Service, including such person’s name and email address.

In addition, there are various pieces of information that Developers can, or may in the future be able to, choose to provide through the Service. Such information may include communications that occur through the Service or outside of the Service between Developers and Jido. Further, now or in the future, we may allow Developers to provide us with access to additional information and data through integrations with third party goods and services.

Finally, we automatically collect the IP address of Developers.

The data described above is referred to collectively as “Developer Data.”

End-User Data.

When End-Users use mobile applications created by Developers that use the Service (“Developer Applications”), we collect certain information while an End-User is running a Developer Application which may be considered Personal Data. Specifically, we collect End-Users’ geolocation, unique device identifier, unique user ID, visual features, detected objects, and

images from End-Users' camera feed, Wi-Fi networks, and other similar data related to End-Users' interaction with the Developer Application (collectively, the "End-User Data").

Cookies.

After a Developer has begun using the Service, we may use cookies to remember the Developer as a user of the Service and to streamline the functionality of the Service. These are first party cookies, not third party cookies, meaning that the cookies are only used to track Developer's activity on the Service, and not on third party sites or services.

Other Data We Collect.

When you use and visit the Service, we may also use third-party services, such as Google Analytics, Hubspot, and others, which use cookies to collect information about you.

Do Not Track Signals.

To the extent that we receive any Do-Not-Track signals, we will not comply with them.

3. PURPOSES OF COLLECTION AND LEGAL BASES FOR USE

We use End-User Data for providing the core aspects of the Service to Developers, specifically to allow Developers to submit digital content to us for analysis and storage by our spatial recognition software for purposes of retrieving such digital content upon request by the Developer (in other words, to assist with Developer's augmented reality functionality in its Developer Application). In addition, as a fundamental aspect of the Service, we aggregate End-User Data from all of our Developers to provide a more functional Service to Developers and End-Users by creating persistent augmented reality functionality across Developer Applications.

We use Developer Data for our own purposes of understanding how Developers use the Service, for the purpose of improving the Service over time, and to send Developers with information about Jido and the Service. By using the Service, Developers consent to these additional uses, including us sending Developers communications for marketing purposes about our business, such as to contact Developers about promotions, updates, and features of the Service.

The legal grounds for our processing your Personal Data for the purposes above are:

- first and foremost, you provided your consent by agreeing to this Policy, which you may withdraw at any time by emailing us at info@jidomaps.com;
- it is necessary for our contractual relationship;
- the processing is necessary for us to comply with our legal or regulatory obligations; and/or
- the processing is in our legitimate interest as a provider of the Services (for example, to protect the security and integrity of our systems and to provide you with customer service and the core functionality of the Service).

4. HOW WE SHARE YOUR INFORMATION

First of all, we do not sell or share your Personal Data or End-User Data with advertisers. We

also do not share Personal Data or End-User Data with other third parties except to the extent that it is in furtherance of the Service, or as described in this Policy.

Other Users.

As described above, the Service aggregates End-User Data from all of our Developers to provide a more functional Service to Developers and End-Users by creating persistent augmented reality functionality across Developer Applications. In order to provide this functionality, we share End-User Data as part of the Service with other users.

Our Personnel.

To be able to effectively provide you with the Service, and to improve the functionality of the Service, we may disclose Personal Data and End-User Data to our employees, contractors, and agents to the extent that such persons or entities have a need-to-know such information in furtherance of the Service.

Our Vendors.

We work with third party service providers to provide website, application development, hosting, maintenance, data processing, customer service, and other services for us in furtherance of the Service. These third parties may have access to or process your Personal Data and End-User Data as part of providing those services for us. However, we limit the information provided to these service providers to that which is reasonably necessary for them to perform their functions.

Sale of Company or Assets.

In the event that we sell all or substantially all of our company or its assets, including the Personal Data and End-User Data collected through our Service, we may transfer your information, upon reasonable notice to you, to the acquiring company.

Other Third Parties.

In addition to our practices described above, we may share your Personal Data or End-User Data if we have a good-faith belief that such action is necessary to (1) comply with the law (see the section below on “Government Requests”), (2) protect and defend the rights or property of Jido, or (3) prevent an emergency involving danger of death or serious physical injury to any person. We will only share your Personal Data for the foregoing reasons to the extent permitted by GDPR. Further, we will provide you with notice prior to sharing your Personal Data for the foregoing reasons to the extent permitted by applicable law.

5. STORING YOUR INFORMATION

Duration of Storage of Personal Data.

We will store your Personal Data and End-User Data for as long as it is needed to provide the Service. However, if required by applicable law, we may retain your Personal Data for such period as may be required by such law.

Additionally, as described in this Policy, we use third parties to provide the Service and do not have full control over their practices related to storage and retention of your Personal Data. However, we will work with such third parties to delete or modify your Personal Data to the extent required by GDPR and the EU-U.S. and Swiss-U.S. Privacy Shield Principles (“Privacy Shield”).

Security.

We use reasonable efforts to secure your Personal Data and End-User Data and to attempt to prevent the loss, misuse, and alteration of the information that we obtain from you. For example, we require our personnel to sign confidentiality agreements that extend to your Personal Data and End-User Data; we restrict access to your Personal Data and End-User Data to individuals within and outside of Jido who need access to such information to provide the Service; and we use encryption to secure your Personal Data and End-User Data. In addition, we rely on the technical safeguards provided by the third party vendors we use to host, store, and process your Personal Data and End-User Data. However, you acknowledge and agree that loss, misuse, and alteration may occur despite our efforts to protect your Personal Data and End-User Data. We are not responsible to our users or to any third party, including your End-Users, due to any such loss, misuse, or alteration, except to the extent required by GDPR, Privacy Shield, or other applicable law.

6. YOUR CHOICES

If you wish to access, receive a copy of, change or delete the Personal Data or End-User Data we hold about you, you may contact us as described at the end of this Policy.

You may withdraw the consent granted in this Policy for us or our Developers to use the Personal Data and End-User Data described in this Policy by contacting us as described at the end of this Policy. Please note that if you do so, it will not affect the lawfulness of the use of your Personal Data and End-User Data based on your prior consent.

In addition, you may contact us as described at the end of this Policy to request that we do not disclose your Personal Data or End-User Data to third parties (other than those that are acting as our agent to perform tasks on our behalf, such as data processors) or to request that your Personal Data or End-User Data not be used for a purpose that is materially different from the purposes for which it was originally collected or for purposes subsequently authorized by you.

If a Developer receives commercial email from us, the Developer may unsubscribe at any time by following the instructions contained within the email. Developers may also opt-out from receiving commercial email from us, and any other promotional communications that we may send to Developers from time to time, by contacting us as described at the end of this Policy. Please be aware that if a Developer opts-out of receiving commercial email from us or otherwise modifies the nature or frequency of promotional communications the Developer receives from us, even after opting-out from receiving commercial messages from us, the Developer may continue to receive administrative messages from us regarding the Service.

Upon receipt of any of the above request(s), we will use reasonable efforts to reflect any changes you request in our databases to the full extent required by GDPR, Privacy Shield, or other

applicable law.

If you are not happy with how we have attempted to resolve your complaint, you may contact the relevant data protection authority.

7. INTERNATIONAL VISITORS AND DATA TRANSFERS

The Service is hosted in the United States and is intended for visitors located within the United States as well as users located outside of the United States. If you choose to use the Service from the European Economic Area, Switzerland, or other regions of the world with laws governing data collection and use that may differ from U.S. law, then please note that you are transferring your Personal Data and End-User Data outside of those regions to the United States for storage and processing. By providing any information, including Personal Data or End-User Data on or through the Service, you consent to such transfer, storage, and processing.

Jido participates in, and complies with Privacy Shield regarding the collection, use, sharing, and retention of personal information from the European Economic Area and Switzerland. If there is any conflict between the terms in this Policy and Privacy Shield Principles, then Privacy Shield shall govern. Our participation in Privacy Shield applies to all Personal Data and End-User Data that is subject to this Policy and is received from the European Economic Area or Switzerland. We will comply with Privacy Shield in respect of such Personal Data and End-User Data.

To learn more about Privacy Shield, please visit: <https://www.privacyshield.gov/>. To view a list of companies that have certified that they adhere to Privacy Shield, please visit: <https://www.privacyshield.gov/list>.

As part of our participation in Privacy Shield, if you have a dispute with us about our adherence to Privacy Shield, we will seek to resolve it through JAMS, an independent alternative dispute resolution body based in the United States. You can learn more about JAMS at the following URL: <https://www.jamsadr.com/eu-us-privacy-shield>.

In certain circumstances, you may have the right to invoke binding arbitration under Privacy Shield, as described in Annex I to the Privacy Shield Principles, which can be found at the following URL: <https://www.privacyshield.gov/article?id=ANNEX-I-introduction>.

Privacy Shield participants, such as Jido, are subject to the investigatory and enforcement powers of the US Federal Trade Commission and other authorized statutory bodies. Under certain circumstances, we may be liable for the transfer of Personal Data that we receive and subsequently transfers to a third party, as described in Privacy Shield.

As described in this Policy, we may share Personal Data with third parties and may be required to disclose information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

8. GOVERNMENT REQUESTS

From time to time, we may receive requests from government agencies to obtain information about our users. In handling such government requests, we greatly value the privacy of Personal Data. While we may be required to turn over user information at times, we will strive to notify

users when we receive government requests about their data.

9. THIRD PARTY SERVICES AND PRACTICES ARE BEYOND OUR CONTROL

Our Service may utilize numerous third-party services as part of the functionality of the Service, such as hosting services, analytics providers, communications services, and other vendors; and we may share your Personal Data and End-User Data with third parties to the extent explained in this Policy. We have no control over such third parties, except to the extent required by GDPR and Privacy Shield. Thus, we make no guarantees about, and assume no responsibility for the information, services, or data/privacy practices of third parties, except to the extent required by GDPR and Privacy Shield. We encourage you to review the privacy practices of such third parties.

10. CHANGES TO THIS POLICY

Jido reserves the right to change this Policy from time to time, with reasonable notice to you. Any changes to this Privacy Policy will become effective on the “Effective Date” indicated above. If you continue to use the Service after the Effective Date, you consent to the new Policy. Jido will always have the latest Policy posted on the Service.

11. PLEASE REACH OUT TO US WITH ANY QUESTIONS OR FEEDBACK

If you have any questions about this Policy or our Service, please feel free to contact us by email at info@jidomaps.com or by mailing us at the following address:

Jido Inc.
2120 University Ave.
Berkeley, CA 94704

12. DATA PROTECTION OFFICER

In addition, we have appointed a Data Protection Officer (“**DPO**”). Our DPO can be contacted directly by email at DPO@jidomaps.com or by mail at:

Jido Inc.
ATTN: Data Protection Officer
2120 University Ave.
Berkeley, CA 94704