

Privacy Policy

Last Updated: February 19th, 2024

The following privacy policy (the "Privacy Policy") outlines what information SharpShift HQ, LLC ("SharpShift HQ," "we" or "us") may collect from users of our website <https://sharpshifthq.com> ("the "Website"), and any other related content, features, content, materials, applications, widgets and/or online services offered by SharpShift HQ (collectively, the "Services"), how we collect, use and disclose that information, and what choices you have about how that information is used and disclosed. For the purposes of this Privacy Policy, "you" and "your" means you as the user of the Services.

PLEASE READ THIS PRIVACY POLICY CAREFULLY BEFORE USING THE SERVICES. BY USING, ACCESSING, OR DOWNLOADING ANY OF THE SERVICES, YOU ACKNOWLEDGE THE TERMS OF THIS PRIVACY POLICY.

1. CHANGES TO THIS PRIVACY POLICY

We may update this Privacy Policy to reflect changes to our information practices. If we make any material changes we will use reasonable efforts to notify you (e.g. by email sent to the email address specified in your account). IF YOU DO NOT AGREE TO ANY UPDATES TO THIS PRIVACY POLICY PLEASE DO NOT ACCESS OR CONTINUE TO USE THE SERVICES.

2. ELIGIBILITY REQUIREMENTS

In accordance with our Terms of Use, the Services are not intended for use by any individual under the age of 18. Individuals under 18 are not allowed to create an account or otherwise use or access the Services. SharpShift HQ does not knowingly collect or solicit personal information from anyone under the age of 13. If we learn that we have collected personal information from anyone under the age of 13, we will make commercially reasonable efforts to delete that information. If you are the parent or guardian of a child under 13 years of age who has provided us with their personal information, please contact us using the contact information below to request that it be deleted.

3. INFORMATION WE COLLECT FROM YOU

When you create an account, or otherwise use the Services, we may collect information you provide to us via forms, surveys, applications or other online fields and use such information to create a user profile to customize your account and user experience:

I. Basic contact details, as follows: name, phone number, address (including zip code), telephone and fax numbers, and email address.

II. Account information, as follows: username and password.

III. Any other information you choose to include in communications with us, for example, when sending a message through the chat function or contact web form. Some features of the Services may require you to enter certain information about yourself. You may elect not to provide this information, but doing so may prevent you from using or accessing these features.

IV. Payment information in order to purchase Services will require your address, phone number, and form of payment information. Online purchases of our Services must be made by credit or debit card unless otherwise agreed. All credit and debit card information is provided directly to our PCI-compliant third-party payment processors (e.g. Stripe). To make a purchase through our Website, you will need to submit your name and your credit or debit card type, number, expiration date, security code, and billing address, which we will collect. Your payment information may be stored by our payment processor(s) as permitted by PCI-DSS and used for recurring billing. We don't directly access, handle, or store your credit or debit card information. We will maintain a record of your purchases that you make using our Website.

4. THIRD-PARTY WEBSITE LOGIN; USAGE DATA

In some cases, we may allow you to login to the Services using your account on third party websites (e.g., Google and GitHub) (a "Third-Party Website"). If you login to the Services through a Third-Party Website, we may access and collect information about your use of the Third-Party Website and information you provide to such Third-Party Website. To the extent you and the Third-Party Website allow, we may access your information that is publicly available to other users of the Third-Party Website and information you have provided to the Third-Party Website, such as login email and other content information, friends lists, network statistics and updates regarding your Third-Party Website account.

We also automatically collect certain information about your interaction with the Services ("Usage Data"). To do this, we use cookies and other geolocation tracking technologies, to collect information such as:

I. IP address

II. Browser type

III. Date and time stamps, such as the date and time you first accessed the Services

IV. Operating system

V. Log data

VI. Other information regarding your interaction with the Services, such as clickstream data

Information you provide on public or semi-public venues, including information you share on third-party social networking platforms (such as Facebook or Twitter) may also be viewable by us and other users of the Services and/or users of those third-party online platforms without limitation as to its use by us or by a third party.

5. COOKIES AND OTHER TRACKING TECHNOLOGY

To help us serve your needs better, we use “cookies” and other tracking technologies on the Website to store and track Usage Data and click tracking. A cookie is a small amount of data that is sent to your browser from a web server and stored on your computer’s hard drive. A website can use cookies to recognize repeat users or track web usage behavior. Cookies work by assigning a number to the user that has no meaning outside of the assigning website. Please be aware that Usage Data may be automatically collected by virtue of the standard operation of SharpShift HQ computer servers or through the use of cookies.

You may control the way in which your devices permit the use of such tracking technologies. Most browsers accept cookies automatically. However, you may be able to configure your browser settings to use the Services without some cookie functionality. You can delete cookies manually or set your browser to automatically delete cookies on a pre-determined schedule. For example, in the Internet Explorer menu bar, select: Tools » Internet Options » Browsing History » Delete to view manual and automatic options. If you so choose, you may refuse the use of or delete cookies and tracking technologies by selecting the appropriate settings on your browser, however, please note that if you do this you may not be able to use the full functionality of the Services. Please note that changing tracking settings for one browser will not carry over to any other browser that you may use such that you will need to change settings on all browsers you use.

Users should be aware that SharpShift HQ cannot control the use of cookies (or the resulting information) by third parties. The use of third-party cookies is not covered by our Privacy Policy. We do not have access or control over these third-party cookies.

When you use the Website, we may also use web beacons to access our cookies. A web beacon is an electronic file on a web page that allows us to count users who have visited that page and to recognize users by accessing our cookies. Further, a web beacon can be used in HTML-formatted email to determine responses to our communications and measure their effectiveness. You can avoid web beacons by turning off HTML display and displaying only the text portion of your email.

We may also use services hosted by third parties, such as Plausible Analytics and Google Analytics, which is a web analytics service provided by Google, Inc. (“Google”), to assist in providing the Services. Google Analytics uses cookies to help us analyze how users use the Services. The information generated by the cookie about your use of the Website (including your IP address) will be transmitted to, and stored by, Google on their servers. Google will use this information for the purpose of evaluating your use of the Services, compiling reports on Website activity for us and providing other services relating to Website activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google’s behalf. Google will not associate your IP address with any other data held by Google. By using the Services, you consent to the processing of data about you by Google in the manner and for the purposes set out above. To opt out of tracking by Google Analytics.

Your browser settings may also allow you to transmit a “Do Not Track” signal when you visit various websites. Like many websites, SharpShift HQ does not use or respond to “Do Not Track” signals in your web browser. To learn more about “Do Not Track” signals, you can visit [this link](#). You may also visit the US Digital Advertising Alliance or the Network Advertising Initiative for further information.

If you have questions regarding the specific information about you that we process or retain, as well as your choices regarding our collection and use practices, please contact us using the information listed below in Section 11.

6. HOW WE USE YOUR INFORMATION

I. TO PROVIDE THE SERVICES

We use the information that we collect from you to provide you with the Services, support and enhance your use of the Services, create a user profile, allow you to evaluate your eligibility for such products or Services, to monitor which features of the Services are used most and to allow us to determine which features we need to focus on improving. When you register online on the Service, you may be given the option of receiving periodic informational/promotional mail or email from SharpShift HQ. You choose whether or not to receive correspondence when you provide this information or by changing your preferences within your registration profile at any time. We use Usage Data and other information collected from users of the Services in the aggregate, so that we can improve the Services and for business and administrative purposes.

II. TO DIAGNOSE WEBSITE PROBLEMS

SharpShift HQ uses your IP address to help diagnose problems with our computer server, and to administer the Services. Your IP address and other Usage Data is also used to gather broad demographic data. It is not stored or linked to your account information, such

as name or contact information.

III. SERVICE-RELATED ANNOUNCEMENTS, MARKETING COMMUNICATIONS AND OPT-OUT

We may send you transaction and service-related announcements to inform you of changes or updates to the Services or your account. For instance, if the Services are temporarily suspended for maintenance, we might send you an email. Generally, you may not opt-out of these transaction and service-related communications, which are not promotional in nature. If you do not wish to receive them, you have the option to deactivate your account. If you opt-in to receive marketing communications from us, we may use this data to send you promotional and other electronic communications. We may use third-parties or service providers to deliver communications to you. You may opt-out of such marketing emails by using the unsubscribe link in the email or contacting us at support@sharpshifthq.com with "Unsubscribe" in the subject line. Opting out of marketing communications does not opt you out of non-marketing communications, such as emails about your account or transactions.

IV. CUSTOMER SERVICE

We will communicate with you in response to your inquiries, to provide the Services you request, and to manage your account. If you wish for us to cease contacting you, please contact us using the information listed below in Section 20.

7. OUR DISCLOSURE OF YOUR INFORMATION

You acknowledge that sharing of information as outlined below may occur in all of the aforementioned circumstances and is permitted by and subject to this Privacy Policy.

I. THIRD-PARTY VENDORS

We may disclose information to third party vendors who provide us services to us such as:

- i. Payment and billing vendors
- ii. Data analytics vendors
- iii. Cloud storage providers
- iv. IT service management vendors
- v. Email marketing services vendors
- vi. Professional service advisors, such as auditors, law firms or accounting firms

These vendors help facilitate our provision of the Services, to provide the Services on our behalf, provide customer support, perform Service-related services (e.g., maintenance services, database management, web analytics and improvement of the Services' features) or to assist us in analyzing how our Services are used. These third-party vendors may have access to your information, but only to the extent needed to perform these tasks on our behalf, and any third-party vendors used to facilitate the Services shall have contract terms at least as protective of Customer Data as the agreements between SharpShift HQ and Customer. If you choose to purchase products and/or Services, we may forward your information to third party vendors for services such as payment processing and billing. We may also provide your information to our advertisers, so that they can serve ads to you that meet your needs or match your interests.

II. ENFORCING THE TERMS AND USER SAFETY

We may share your information with third parties to enforce our Terms of Use and any applicable terms or rules to ensure the safety and security of the SharpShift HQ and/or its users.

III. LAW ENFORCEMENT

If the parties or any of their representatives become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) or shall be advised by counsel to disclose any of the Proprietary Information, the compelled party shall undertake reasonable efforts to provide the other party with prompt notice of such requirement or advice prior to disclosure so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, or the other party waives compliance with the provisions hereof, the compelled party agrees to furnish only that portion of the Proprietary Information which it is legally required to so furnish and, at the request of the other party, to use reasonable efforts to obtain assurance that confidential treatment will be accorded such Proprietary Information, it being understood that such reasonable efforts shall be at the cost and expense of the party whose Proprietary Information has been sought.

IV. AFFILIATES AND BUSINESS TRANSFERS

We may share your information with our affiliates or otherwise within our corporate group. Additionally, in the event that all or a substantial portion of the assets, business or stock of SharpShift HQ are acquired by, merged with or transferred to another party, or in the event that SharpShift HQ goes out of business or enters bankruptcy, your information may be one of the assets that is transferred to or acquired by the third party. You acknowledge that such transfers may occur, and that any acquirer of SharpShift HQ or its assets may continue

to use your information as set forth in this Privacy Policy.

8. ACCESSING AND UPDATING YOUR PERSONAL INFORMATION AND PREFERENCES

If your information changes, or if you no longer desire our Services, or if you wish to update your preferences to receive email or other communications from us, you may correct, delete inaccuracies, or amend your information and preferences by making the change by contacting us at support@sharpshifthq.com. We will use commercially reasonable efforts to respond to your access request.

9. DATA SECURITY

Please note that any information you send to us electronically may not be secure when it is transmitted to us. Please be aware that no security measures are perfect or impenetrable. We recommend that you do not use unsecure channels to communicate sensitive or confidential Information to us, as we cannot guarantee that information you supply won't be intercepted while being transmitted to us over the Internet, and any information you transmit to SharpShift HQ you do at your own risk. If you choose to use the Services and register an account, you are responsible for keeping your account credentials safe, except in the case of a breach of Hello Data's systems. We recommend that you use unique numbers, letters and special characters in your password and not disclose your password to anyone. We highly recommend that you do not share your username, password, or other access details with anyone else. If you do share your password or personal information with others, you are responsible for all actions taken in the name of your account. If your account or password has been compromised for any reason, you should immediately notify us using the contact information provided below and change your password.

10. THIRD-PARTY LINKS

We may provide links to third-party websites or other online platforms operated by third parties. If you follow links to sites not affiliated or controlled by SharpShift HQ, you should review their privacy and security policies and other terms and conditions. SharpShift HQ does not guarantee and is not responsible for the privacy or security of these sites, including the accuracy, completeness, or reliability of their information. Our inclusion of such links does not, by itself, imply any endorsement of the content on such platforms or of their owners or operators except as expressly disclosed on the Services. We expressly disclaim any and all liability for the actions of third parties, including but without limitation to actions relating to the use and/or disclosure of personal information by third parties. Any information submitted by you directly to these third parties is subject to that third party's privacy policy.

11. USERS OUTSIDE THE UNITED STATES

If you access the Services from outside the United States, please be aware that personal information may be transferred to, stored in, and processed in the United States. Certain governmental authorities may not consider the level of protection of personal information in the United States to be equivalent to that required by the in other jurisdictions.

12. HOW TO CONTACT US

Should you have any questions about our privacy practices or this Privacy Policy, please email us at support@sharpshifthq.com or call us at (972) 850-8070.

Please refer to our Terms of Use for details about dispute resolution, including binding arbitration, venue in Travis County, Texas, and waiver of class actions and jury trials.

Note: We do not share cookies or tracking data with competitors or prohibited entities as outlined in our Terms of Use.