

PREMIER NANNY AGENCY LLC

PRIVACY POLICY

Last Updated and Effective: May 27, 2024

Premier Nanny Agency LLC (“Company,” “we,” “us” and “our” “its”) understands that your information is important to you, and we take your privacy and data protection concerns seriously. We have created policies that govern and guide our use and protection of your information (“Policy”). This Policy describes what information we collect from you, how we use and disclose your information and your rights regarding your information. This Policy applies to all the products, services, applications, and websites offered by us (“Services”). We update this Policy occasionally and can do so at any time. If you have questions regarding this Policy, please email us at info@premiernannyagency.com.

1. **INFORMATION WE COLLECT.** We collect information with your use of our website, applications, and services, including the following, collectively called “Business Data.”
 - a. **Information You May Provide.**
 - i. **Information for Our Services.** When you create an account or profile in for the Services, you may provide personal identifiers (e.g., name, email address, date of birth, phone number, picture, password, job title, and function, address or geographical location, and other similar personal information).
 - ii. **Information for Identity Verification.** With (i) creating and maintaining the security of our services, (ii) providing background and screening services, (iii) fulfilling “know your customer” processes, required for certain payment services, (iv) enabling you to make and receive payments, and (v) complying with various regulatory requirements, you may have to provide us with information that can verify your identity (e.g. social security number, tax identification number, images of your driver’s license, government issued ID, passport, national ID card, birthdate, and other authentication information).
 - iii. **Information for Purposes of Payment Services.** To use our payment services, or to pay us, you may have to provide us with financial information, such as your bank account number, online bank account login, and credit card information. We may also capture additional information when you make payments, such as card type, transaction type, and payee information.
 - iv. **Information Provided When You Otherwise Interact with Us.** You may provide us with personal information when you email us, fill in forms, respond to surveys, participate in promotions, or research opportunities, communicate with our customer

service teams, or use other features of our Services. We may retain those communications to process your inquiries, respond to your requests and improve our Services.

b. Information Collected When Using Our Website and Services.

- i. **Device Information.** When you access our website or Services, we may collect device information that can identify you or your device. These identifiers may include IP address, hardware and software information, browser type, device event information, crash data, cookie data, account activity, including storage usage, number of logins; data displayed or selected, including user interface or “UI” elements, links, and the pages you have viewed or engaged with before or after accessing our website or Services.
- ii. **Activity Information.** We may collect details about how you use our Services, such as content accessed, time viewed, and links clicked. We keep a copy of that data for testing and promotion purposes.
- iii. **Geo-location Information.** When you use certain of our Services, we may collect information about your precise or approximate location as determined through your IP address, GPS, or nearby devices (Wi-Fi access points, cell towers, etc.)
- iv. **Cookies and Similar Technologies.** When you visit our website or Services, we use common technology tools to collect and store information, such as cookies, pixel tags, and local storage (browser web storage or application data caches, databases, and server logs).
- v. **Crash Data.** We may collect some Crash Data when the Services has errors or crashes. This data is used to diagnose and fix problems with the Services, improve the Service’s performance and improve the quality of the Service’s and the underlying source code. This data is not linked to your identity.

c. Information Collected from Third Parties

- i. **Background Information.** We may receive information about you, such as demographic data and criminal and credit history, from our trusted background screening and fraud prevention partners. We collect this information only under applicable law and, when required, with your consent.
- ii. **Public Information.** We may collect information about you from publicly accessible sources, such as information posted about you on the internet, news stories, and information available from governmental entities.

- iii. **Marketing Information.** We may collect information about you from our trusted marketing partners who provide us with information about potential customers and partners.
 - d. **Anonymous Usage Information.** We collect certain information provided by different constituencies (you, your customers, your vendors) that interact with our Services on an anonymous and aggregated basis. We use industry best practices and state-of-the-art techniques to anonymize and aggregate data.
 - e. **Information of Children.** Individuals under the age of 18 may not use our Services, and we do not intentionally collect information on individuals under 18, regardless of their residency. Incidental exposure to this information may be possible if our customers upload this information to our Services, or if it is inadvertently captured by our marketing organization. If you learn your child has provided us with personal information without your consent, please contact us in the Contact Information Section of this Policy. If we learn a child has provided us with personal information without parental consent, we will try to remove such information and terminate the child's account.
2. **HOW WE USE YOUR INFORMATION.** We do not use or reference your information except to provide, improve, develop, test, and market our Services. If we propose to use your Business Data for any purposes other than those described in this section or any other section of this privacy policy and/or in any specific notice to you regarding your Business Data, we will ask for your consent before such use and offer you an effective way to opt out of Business Data for those other purposes. As above, if you opt out or otherwise decline to submit Business Data, the Company may not provide you with our services.
- a. **Providing Our Services.** Our Services perform many functions and give our customers tools. Use of your information is essential for these functions. For example, we use your personal information to take and handle orders, deliver products and Services, process payments, and communicate with you about orders, products and Services, and promotional offers. We require the use of your information to confirm login credentials, process payments, and conduct checks against databases. We may also use your information to provide customer service. To protect you and meet our legal obligations, we use your information to detect and prevent fraud, abuse, security incidents, and other harmful activity, verify bank account balances and account ownership, resolve disputes, enforce our terms of service and agreements with third parties, and conduct security investigations and risk assessments. Your information and Business Data may ensure the technical functioning of our network, including creating and maintaining backups or other archival copies of your information and other related data.

- b. **Improving Our Services.** We are constantly improving our Services to better serve you. Your information and Business Data may be used in the audit, research, and analysis to further our efforts to maintain, protect, and improve our Services. We may use your information to assess the capabilities of third-party partners. We may also use your information to engage in research either directly with you or with your customers or other business partners.
 - c. **Developing New Services.** We are always looking for new ways to serve you by offering new products and Services. Your information helps us identify and build these products and Services in various ways.
 - d. **Marketing Our Services.** We may also use your information and Business Data to inform you of services we offer, and to send you marketing, advertising, and other information we think may interest you.
3. **WHO WE SHARE YOUR INFORMATION WITH.** We do not share your information or Business Data with anyone except as is necessary to provide our Services. We do not and will not sell your information or Business Data.
- a. **Service Providers.** We may use a third-party service provider (e.g. contractors) to help us provide our Services, and these third parties may require your information for these purposes, consistent with their legal obligations. We do not and will not share any personally identifiable or sensitive business information with third parties for unknown reasons.
 - b. **Legal and Regulatory Disclosures.** We may disclose your information to courts, law enforcement, governmental authorities, tax authorities, or third parties, to the extent we are required or permitted to do so by law or if such disclosure is reasonably necessary: (a) to comply with our legal obligations, (b) to comply with a valid legal request or to respond to claims asserted against us, (c) to respond to a valid legal request relating to a criminal investigation or alleged or suspected illegal activity or any other activity that may expose us, you, or any other of our users to legal liability, or (d) to enforce and administer our Terms of Service or other agreements with users. The disclosures may be necessary to comply with our legal obligations, for the protection of your or another person's interests or to keep our Services secure, to prevent harm or crime, to enforce, or defend legal rights, or facilitating the collection of taxes. We also reserve the right to disclose your information if appropriate or necessary to enforce our terms of use, take precautions against liability, to investigate and defend itself against any third-party claims or allegations, to protect the security or integrity of our Services, and to protect the rights, property, or personal safety of us, our users, including you, or others.

- c. **Sharing With Your Consent.** Where you expressly consent, we share your information when you authorize a third-party service or website to access your account with us.
- d. **Business Transfers.** If we engage in a merger, acquisition, reorganization, sale of assets, bankruptcy, or insolvency event, then we may sell, transfer, or share our assets, including your information with such transaction or in contemplation of the transaction.
- e. **Anonymized Data.** We aggregate and anonymize certain of your information to create industry and scholarly reports, trends, and studies (once again, we use industry best practices and state-of-the-art techniques to anonymize and aggregate data). These reports, trends, and studies may be provided or provided to the public.

If you have questions about the management or use of Business Data or if you believe that your information is being used for a purpose other than what was intended when submitted, you may contact the individual listed below in the Contact Information Section of this Policy.

- 4. **SECURITY.** We are continuously implementing and updating administrative, technical, and physical security measures to help protect your information against unauthorized access, loss, destruction, or alteration. Sensitive data is encrypted, and website connections are protected using strong transport layer security. Our website is hosted in a secure server environment that uses multi-layer perimeter security, including firewalls and other advanced technology to prevent interference or access from outside intruders. We restrict access to your Business Data to employees, contractors, and agents of ours who need to know the information to operate, develop and/or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination if they fail to meet these obligations.
- 5. **DATA INTEGRITY.** We process your Business Data only for the purposes for which it was collected and under this Policy. We sometimes review our data collection, storage, and processing practices to make sure we collect, store, and process the Business Data for providing and/or improving our Services. We also take reasonable steps to make sure the Business Data we process is correct, complete, and current, but we depend on you and our other users to update or correct their Business Data whenever necessary. We will retain any collected Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will keep and use all data to the extent to comply with our legal obligations (for example, if we must retain your data to follow applicable laws), resolve disputes, and enforce our legal agreements and policies.
- 6. **COMMUNICATION MATTERS.** We may send you information about our Services, including educational offers and our newsletter. We also may contact you to inquire how you, or such individuals use our Services and how we might improve our Services. We typically use names, email addresses, and telephone numbers to send these communications. Out of

respect for your privacy, if you no longer wish to receive our newsletter and promotional communications, or if you do not wish for us to contact you, your customers, or related third parties for our own internal research purposes, you may opt out of receiving such communications by following the instructions in each newsletter or communication, or by emailing us at the email listed above. There are certain email communications you cannot opt out of as a user of our Services, as these notices are required for the continued optimal functionality of our Services.

7. **EXTERNAL LINKS.** Our website and Services may contain links to third-party websites. These third-party websites maintain their own policies regarding the collection and use of your information. We assume no responsibility or liability for the actions of such third parties regarding their collection or use of your information. We encourage you to read the privacy policies of every website you visit, including those you may reach through a link on our website or in our Services. We encourage you to be aware when you leave our website and to read the privacy statements of every website you visit.

8. MISCELLANEOUS ITEMS

- a. **Information We Host on Behalf of Our Users.** We host on behalf of our customers and enable our customers to store various types of data. This data may include personal information collected by our customers. We rarely control or actively monitor how our customers store or use the data they upload to our Services. Any requests or questions related to data collected by our customers should be directed to the party.
- b. **California Do-Not-Track Disclosure Requirements.** We do not track over time or you across third-party websites, and we do not respond to Do Not Track (DNT) signals. Third parties that have content embedded on our websites such as a social feature may set cookies on your browser and/or obtain information about the fact that a web browser visited our website from a certain IP address. Third parties can collect no other information from our websites unless you provide it to them directly.
- c. **Limits On Use of Your Google User Data.** Certain Services can access Google data. Notwithstanding anything else in this Policy, if you provide our Services access to these types of your Google data, our Service's use of such data will be subject to these restrictions:
 - i. Our Services will only use such access to read, write, modify or control Gmail message bodies (including attachments), metadata, headers, and settings to provide a web email client that allows users to compose, send, read, and process emails and will not transfer this Gmail data to others unless doing so is necessary to provide and improve these features, comply with the law, or as part of a merger, acquisition, or sale of assets.
 - ii. Our Services will not use Gmail data for serving advertisements.

iii. Our Services will not allow humans to read your Google data unless we have your affirmative agreement for specific messages, doing so is necessary for security such as investigating abuse, complying with the law, or for our service's internal operations, and even then, only when the data has been aggregated and anonymized.

- 9. CHANGES TO THIS POLICY:** This Policy may change occasionally. We will not reduce your rights under this Policy without your consent, and most such changes will probably be minor. We will post any changes on this page. If you have additional questions or concerns about this Policy, please contact the individual listed below in the Contact Information Section of this Policy.
- 10. CONTACT INFORMATION:** To review your personal information, request correction of your personal information, or for any other reason as stated in this Policy, you may contact us info@premiernannyagency.com.
- 11. COPYRIGHT:** The content on Premiernannyagency.com is for informational purposes only. Any reproduction, retransmission, or other use is strictly prohibited, except as otherwise permitted by us. Requests for permission to reproduce any of the content therein should be addressed to the individual noted in the Contact Information Section.
- 12. OTHER INTELLECTUAL PROPERTY RIGHTS:** All right, titles, and interests in the content, including without limitation the graphical display and arrangement of Premiernannyagency.com, and all intellectual property rights embodied there, are our property or the property of our licensors, suppliers, or affiliates. You acknowledge that misappropriation or misuse of the content and Intellectual Property contained there will cause serious damage to us and that money damages may not be enough compensation to us. And in the event of any misappropriation or misuse, we may obtain injunctive relief besides any other legal or financial remedies to which we may be entitled.
- In addition, you acknowledge that the content, submissions, databases, and any other information there are protected by law, including, but not limited to, United States and international copyright law and trademark law, as well as another state, federal, and international laws, and regulations, including contract law, and laws about privacy and publicity.
- 13. NOTICE OF ENFORCEMENT:** We enforce our intellectual property rights under the law. We will prosecute unauthorized use or reproduction of the content, submissions, databases, and any other information contained there that violate the protection afforded by the United States, international copyright law and trademark law, and/or another state, federal, and international laws, and regulations, including laws pertaining to contracts, and privacy and publicity.

14. **DISCLAIMER:** Our website, Premiernannyagency.com, may have live "links" to other internet addresses which can be accessed. Such external Internet addresses have information created, published, maintained, or otherwise posted by organizations independent of us. We do not endorse, approve, certify, maintain, or control these external Internet addresses and do not guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of information at such addresses. We provide the links only as a convenience. Use of any information obtained from such addresses is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficacy, and timeliness. Neither the inclusion of the link in Premiernannyagency.com nor reference to any specific commercial product, process, or service by trade name, trademarks, service mark, manufacturer, or is otherwise or implies endorsement, recommendation, or favoring by us.

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If you link to one site, you are no longer on our website and this Policy will not apply. When you link to another site, you are subject to the privacy policy of that site and go on to these external sites at your own risk. We disclaim all liability from damages which may result from the accessing of a third-party site linked to our website, or from reliance on any information like this.