

GREYCROFT

TERMS AND CONDITIONS OF USE AND PRIVACY POLICY

Effective date: September 23, 2020

Welcome to www.greycroft.com (the "Website"), owned and operated by Greycroft LP ("Greycroft," "we," or "us"). By using this Website, you agree to these terms and conditions of use (the "Terms"); if you do not agree, you may not use the Website. Greycroft may modify the Website and/or these Terms from time to time without notice to you, except that if Greycroft makes material changes to these Terms, we will post the revised Terms and the revised effective date on this Website and/or provide notice by some other means. By using the Website following any modifications to the Terms, you agree to be bound by the modified Terms.

If you have a disability, you may access this Privacy Policy in an alternative format by contacting legal@greycroft.com.

- 1. Use of the Website.** You must be at least 13 years old to use our Website. We do not knowingly collect or solicit personally identifiable information from individuals under 13. If you are under 13, please do not attempt to use the Website or send any personal information about yourself to us. If we learn we have collected personal information from an individual under 13, we will delete that information as quickly as possible. You will comply with all applicable laws, rules and regulations in connection with your use of the Website. You will not violate or attempt to violate the security of the Website or Greycroft's systems or network security, including, without limitation by (i) accessing data not intended for users of the Website or gaining unauthorized access to an account, server or any other computer system; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (iii) attempting to interfere with the function of the Website, host or network. You may not "crawl," "scrape," or "spider" any portion of the Website (through use of manual or automated means).
- 2. Information Not Confidential.** If you choose to contact any Greycroft personnel using the contact information you find on the Website, you understand any information and/or materials you provide to such personnel will not be treated as confidential or proprietary. Greycroft undertakes no obligation to review information submitted by you, or to return such information to you.
- 3. Greycroft Proprietary Rights.** The Website, including all of its contents (including text, images, audio, and the HTML code used to generate the pages) ("Content"), are the property of Greycroft or that of our suppliers or licensors and are protected by trademark, copyright, and/or other intellectual property laws. You may not download, copy, print, display, perform, reproduce, publish, modify, prepare derivative works from, license, transmit, or distribute any Content from this Website in whole or in part, for any public or commercial purpose without prior written consent from Greycroft. Greycroft grants you a limited, personal, non-exclusive, non-transferable license to access the Website, and to use the Content, solely for personal, internal and non-commercial purposes. Greycroft (on behalf of itself and its suppliers and licensors) reserves all rights not expressly granted herein.

Without limiting the foregoing, as between you and Greycroft, Greycroft is the owner and/or authorized user of any trademark, registered trademark, logo, and/or service mark appearing on the Website (the "Marks"). Nothing on the Website should be construed to grant any license or

right to use any Greycroft Mark. You may not use or exploit any Marks without prior written consent from Greycroft.

4. **Privacy Policy.** These Terms cover how we treat Personal Data that we gather when you access or use our Website. “Personal Data” means any information that identifies or relates to a particular individual and also includes information referred to as “personally identifiable information” or “personal information” under applicable data privacy laws, rules or regulations. This Privacy Policy does not cover the practices of companies we don’t own or control or people we don’t manage.

Categories of Personal Data We Collect

The following sections detail the categories of Personal Data that we collect and have collected over the past twelve (12) months. For each category of Personal Data, these subsections also set out our commercial or business purpose for collecting that Personal Data and the categories of third parties with whom we share that Personal Data. More information regarding those sources and categories are set forth in the charts below.

Category of Personal Data	Examples of this Type of Personal Data Collected	Categories of Third Parties With Whom We Share Personal Data
<i>Contact Data</i>	<ul style="list-style-type: none"> • First and last name • Email address • Postal address 	<ul style="list-style-type: none"> • Service Providers • Selected Recipients
<i>Employment Data</i>	<ul style="list-style-type: none"> • Employer • Job title • Work email address • Work postal address 	<ul style="list-style-type: none"> • Service Providers • Selected Recipients
<i>Other Identifying Information That You Voluntarily Choose to Provide</i>	<ul style="list-style-type: none"> • Personal information that you send to us 	<ul style="list-style-type: none"> • Service Providers • Selected Recipients
<i>Social Media Data</i>	<ul style="list-style-type: none"> • LinkedIn URL 	<ul style="list-style-type: none"> • Service Providers • Selected Recipients
<i>Device/IP Information</i>	<ul style="list-style-type: none"> • IP Address • Type of device/operating system/browser used to access the Website 	<ul style="list-style-type: none"> • Service Providers
<i>Web Analytics</i>	<ul style="list-style-type: none"> • Web page interactions 	<ul style="list-style-type: none"> • Service Providers

Throughout this Privacy Policy, we will refer back to the categories of Personal Data listed above. The following sections provide additional information about how we collect your Personal Data.

Sources of Personal Data

We collect Personal Data about you from you in the following scenarios:

- **When you provide such information directly to us.**
 - When you use our Website.

- When you send us an email or otherwise contact us.
- **When you use the Website and such information is collected automatically.**
 - The Website use cookies and similar technologies such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, “Cookies”) to enable our servers to recognize your web browser and tell us how and when you visit and use our Website, to analyze trends, learn about our user base and operate and improve our Website. Cookies are small pieces of data— usually text files – placed on your computer, tablet, phone or similar device when you use that device to access our Website. We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own Cookies on your device(s). Please note that because of our use of Cookies, the Website does not support “Do Not Track” requests sent from a browser at this time.
 - We use the following types of Cookies:
 - Essential Cookies. Essential Cookies are required for providing you with features or services that you have requested. For example, certain Cookies enable you to log into secure areas of our Website. Disabling these Cookies may make certain features and services unavailable.
 - Functional Cookies. Functional Cookies are used to record your choices and settings regarding our Website, maintain your preferences over time and recognize you when you return to our Website. These Cookies help us to personalize our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
 - Performance/Analytical Cookies. Performance/Analytical Cookies allow us to understand how visitors use our Website such as by collecting information about the number of visitors to the Website, what pages visitors view on our Website and how long visitors are viewing pages on the Website. Performance/Analytical Cookies also help us measure the performance of our advertising campaigns in order to help us improve our campaigns and the Website’s content for those who engage with our advertising. For example, Google Inc. (“Google”) uses cookies in connection with its Google Analytics services. Google’s ability to use and share information collected by Google Analytics about your visits to the Website is subject to the Google Analytics Terms of Use and the Google Privacy Policy. You have the option to opt-out of Google’s use of Cookies by visiting the Google advertising opt-out page at www.google.com/privacy_ads.html or the Google Analytics Opt-out Browser Add-on at <https://tools.google.com/dlpage/gaoptout/>.
 - You can decide whether or not to accept Cookies through your internet browser’s settings. Most browsers have an option for turning off the Cookie feature, which will prevent your browser from accepting new Cookies, as well as (depending on the sophistication of your browser software) allow you to decide on acceptance of each new Cookie in a variety of ways. You can also delete all Cookies that are already on your device. If you do this, however, you may have to manually adjust some preferences every time you visit our website and some of the Website and functionalities may not work.
 - To explore what Cookie settings are available to you, look in the “preferences” or “options” section of your browser’s menu. To find out more information about Cookies, including information about how to manage and delete Cookies, please visit <https://ico.org.uk/for-the-public/online/cookies/> or <http://www.allaboutcookies.org/>.

Our Commercial or Business Purposes for Collecting Personal Data

- **Providing, Customizing and Improving the Website**
 - Providing you with the products, services or information you request.
 - Meeting or fulfilling the reason you provided the information to us.
 - Providing support and assistance for the Website.
 - Improving the Website, including testing, research, internal analytics and product development.
 - Personalizing the Website, website content and communications based on your preferences.
 - Doing fraud protection, security and debugging.
 - Carrying out other business purposes stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws, such as the California Consumer Privacy Act (the “CCPA”).
- **Corresponding with You**
 - Responding to correspondence that we receive from you, contacting you when necessary or requested, and sending you information about Greycroft or the Website.
- **Meeting Legal Requirements and Enforcing Legal Terms**
 - Fulfilling our legal obligations under applicable law, regulation, court order or other legal process, such as preventing, detecting and investigating security incidents and potentially illegal or prohibited activities.
 - Protecting the rights, property or safety of you, Greycroft or another party.
 - Enforcing any agreements with you.
 - Responding to claims that any posting or other content violates third-party rights.
 - Resolving disputes.

We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated or incompatible purposes without providing you notice.

Categories of Third Parties with Whom We Share Personal Data

We disclose your Personal to the following categories of service providers and other parties:

- **Service Providers**
 - These are third parties that help us provide our Services, including security and fraud prevention providers, hosting and other technology and communications providers, analytics providers, and staff augmentation and contract personnel.
- **Selected Recipients**
 - These are third parties that we share your Personal Data with at your direction, including:
 - Other users (where you post information publicly or as otherwise necessary to effect a transaction initiated or authorized by you through the Website).
 - Third-party business partners who you access through the Website.
 - Other parties authorized by you

Legal Obligations

We may share any Personal Data that we collect with third parties in conjunction with any of the activities set forth under “Meeting Legal Requirements and Enforcing Legal Terms” in the “Our Commercial or Business Purposes for Collecting Personal Data” section above.

Business Transfers

All of your Personal Data that we collect may be transferred to a third party if we undergo a merger, acquisition, bankruptcy or other transaction in which that third party assumes control of our business (in whole or in part). Should one of these events occur, we will make reasonable efforts to notify you before your information becomes subject to different privacy and security policies and practices.

Data that is Not Personal Data

We may create aggregated, de-identified or anonymized data from the Personal Data we collect, including by removing information that makes the data personally identifiable to a particular user. We may use such aggregated, de-identified or anonymized data and share it with third parties for our lawful business purposes, including to analyze, build and improve the Website and promote our business, provided that we will not share such data in a manner that could identify you.

Data Security and Retention

We seek to protect your Personal Data from unauthorized access, use and disclosure using appropriate physical, technical, organizational and administrative security measures based on the type of Personal Data and how we are processing that data. Although we work to protect the security of your account and other data that we hold in our records, please be aware that no method of transmitting data over the Internet or storing data is completely secure. We cannot guarantee the complete security of any data you share with us, and except as expressly required by law, we are not responsible for the theft, destruction, loss or inadvertent disclosure of your information or content.

We retain Personal Data about you for as long as necessary to comply with our legal obligations, or is otherwise permitted or required by applicable law, rule or regulation. We may further retain information in an anonymous or aggregated form where that information would not identify you personally.

California Resident Rights

If you are a California resident, you have the rights set forth in this section. Please see the “Exercising Your Rights” section below for instructions regarding how to exercise these rights. Please note that we may process Personal Data of our customers’ end users or employees in connection with our provision of certain services to our customers. If we are processing your Personal Data as a service provider, you should contact the entity that collected your Personal Data in the first instance to address your rights with respect to such data.

If there are any conflicts between this section and any other provision of this Privacy Policy and you are a California resident, the portion that is more protective of Personal Data shall control to the extent of

such conflict. If you have any questions about this section or whether any of the following rights apply to you, please contact us at legal@greycroft.com.

Access

You have the right to request certain information about our collection and use of your Personal Data over the past 12 months. In response, we will provide you with the following information:

- The categories of Personal Data that we have collected about you.
- The categories of sources from which that Personal Data was collected.
- The business or commercial purpose for collecting or selling your Personal Data.
- The categories of third parties with whom we have shared your Personal Data.
- The specific pieces of Personal Data that we have collected about you.

If we have disclosed your Personal Data to any third parties for a business purpose over the past 12 months, we will identify the categories of Personal Data shared with each category of third party recipient.

Deletion

You have the right to request that we delete the Personal Data that we have collected about you. Under the CCPA, this right is subject to certain exceptions: for example, we may need to retain your Personal Data to provide you with the Website or complete a transaction or other action you have requested. If your deletion request is subject to one of these exceptions, we may deny your deletion request.

Exercising Your Rights

To exercise the rights described above, you must send us a request that (1) provides sufficient information to allow us to verify that you are the person about whom we have collected Personal Data, and (2) describes your request in sufficient detail to allow us to understand, evaluate and respond to it. Each request that meets both of these criteria will be considered a "Valid Request." We may not respond to requests that do not meet these criteria. We will only use Personal Data provided in a Valid Request to verify your identity and complete your request. You do not need an account to submit a Valid Request.

We will work to respond to your Valid Request within 45 days of receipt. We will not charge you a fee for making a Valid Request unless your Valid Request(s) is excessive, repetitive or manifestly unfounded. If we determine that your Valid Request warrants a fee, we will notify you of the fee and explain that decision before completing your request.

You may submit a Valid Request by emailing us at: legal@greycroft.com

You may also authorize an agent (an "Authorized Agent") to exercise your rights on your behalf. To do this, you must provide your Authorized Agent with written permission to exercise your rights on your behalf, and we may request a copy of this written permission from your Authorized Agent when they make a request on your behalf.

Sales of Personal Data

We will not “sell” your Personal Data, as that term is defined in the CCPA, and have not done so over the last 12 months.

We Will Not Discriminate Against You for Exercising Your Rights Under the CCPA

We will not discriminate against you for exercising your rights under the CCPA. We will not deny you our goods or services, charge you different prices or rates, or provide you a lower quality of services if you exercise your rights under the CCPA.

Other State Law Privacy Rights

California Resident Rights

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Data to third parties for such third parties’ direct marketing purposes; in order to submit such a request, please contact us at legal@greycroft.com.

Your browser may offer you a “Do Not Track” option, which allows you to signal to operators of websites and web applications and services that you do not wish such operators to track certain of your online activities over time and across different websites. Our Website does not support Do Not Track requests at this time. To find out more about “Do Not Track,” you can visit www.allaboutdnt.com.

Nevada Resident Rights

If you are a resident of Nevada, you have the right to opt-out of the sale of certain Personal Data to third parties who intend to license or sell that Personal Data. You can exercise this right by contacting us at legal@greycroft.com with the subject line “Nevada Do Not Sell Request” and providing us with your name. Please note that we do not currently sell your Personal Data as sales are defined in Nevada Revised Statutes Chapter 603A.

5. **Third Party Services.** The Website may contain links to third party websites or services that are not owned or controlled by Greycroft (“Third Party Services”). When you access Third Party Services, you accept that there are risks in doing so and that Greycroft is not responsible for such risks. Third Party Services are not reviewed, controlled or examined by Greycroft in any way and Greycroft is not responsible for any content, accuracy, privacy policies, or practices or opinions contained therein. These links do not imply Greycroft’s endorsement of or association with any Third Party Service. Greycroft is not liable, directly or indirectly, to anyone for any loss or damage arising from or in connection with use of the Third Party Services, and by using the Website, you release and hold Greycroft harmless from any and all liability arising from your use of any Third Party Service. We encourage you to read the terms and conditions and privacy policy of each Third Party Service that you access.
6. **Disclaimer of Warranties.** THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT AND FUNCTIONALITY THEREOF, IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND GREYCROFT (ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS) HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED. NO ADVICE,

RESULTS, INFORMATION OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

7. **Limitation of Liability.** TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL GREYCROFT, ITS AFFILIATES (INCLUDING AFFILIATED FUNDS) OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS (THE "GREYCROFT PARTIES"), BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR THE CONTENT, EVEN IF ANY GREYCROFT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT WILL THE TOTAL LIABILITY OF ANY GREYCROFT PARTY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM OR RELATED TO THE TERMS, THE CONTENT, AND/OR YOUR USE OF THE WEBSITE, EXCEED, IN THE AGGREGATE, \$100.00.
8. **General Information.** These Terms are governed by the laws of the State of New York, without regard to the conflicts of laws provisions thereof. In the event of any dispute arising in connection with these Terms, you hereby consent to exclusive jurisdiction and venue in the state and federal courts of New York County, New York. The failure of Greycroft to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You may not assign these Terms or transfer any of your rights or obligations hereunder without Greycroft's express written consent. These Terms inure to the benefit of Greycroft's successors, assigns and licensees. These Terms are the entire agreement between you and Greycroft with respect to the subject matter herein.
9. **Contact Information:** If you have any questions or comments about these Terms, the ways in which we collect and use your Personal Data or your choices and rights regarding such collection and use, please do not hesitate to contact us at:

legal@greycroft.com

c/o Legal

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