

# Privacy Policy

Last Modified: November 1, 2018

This Privacy Policy describes how we collect, use, process, and disclose your information, including personal information, in conjunction with your access to and use of TAPP Group, Inc.'s Application.

When this policy mentions “TAPP,” “we,” “us,” or “our,” it refers to the TAPP Group, Inc. company that is responsible for your information under this Privacy Policy (the “**Data Controller**”).

## 1. INFORMATION WE COLLECT

There are three general categories of information we collect.

### 1.1 Information You Give to Us.

1.1.1 Information that is necessary for the use of the TAPP Application.

We ask for and collect the following personal information about you when you use the TAPP Application. This information is necessary for the adequate performance of the contract between you and us and to allow us to comply with our legal obligations. Without it, we may not be able to provide you with all the requested services.

- **Account Information.** When you sign up for an TAPP Account, we require certain information such as your first name, last name, email address, phone number, city, and profile picture.
- **Communications with TAPP and other Members.** When you communicate with TAPP or use the TAPP Application to communicate with other Members, we collect information about your communication and any information you choose to provide.

1.1.2 Information you choose to give us.

You may choose to provide us with additional personal information in order to obtain a better user experience when using TAPP Application. This additional information will be processed based on your consent.

- **Additional Profile Information.** You may choose to provide additional information as part of your TAPP profile (such as a personal description). Some of this information as indicated in your Account settings is part of your public profile page, and will be publicly visible to others.
- **Address Book Contact Information.** You may choose to import your address book contacts or enter your contacts' information manually to access certain features of the TAPP Application, like inviting them to use TAPP.
- **Other Information.** You may otherwise choose to provide us information when you fill in a form, conduct a search, update or add information to your TAPP Account, respond to surveys, post to community forums, participate in promotions, or use other features of the TAPP Application.

## **1.2 Information We Automatically Collect from Your Use of the TAPP Application and Payment Services.**

When you use the TAPP Application and the Payment Services, we automatically collect information, including personal information, about the services you use and how you use them. This information is necessary for the adequate performance of the contract between you and us, to enable us to comply with legal obligations and given our legitimate interest in being able to provide and improve the functionalities of the TAPP Application.

- **Geo-location Information.** When you use certain features of the TAPP Application, we may collect information about your precise or approximate location as determined through data such as your IP address or mobile device's GPS to offer you an improved user experience. Most mobile devices allow you to control or disable the use of location services for applications in the device's settings menu. TAPP may also collect this information even when you are not

using the app if this connection is enabled through your settings or device permissions.

- **Usage Information.** We collect information about your interactions with the TAPP Application such as the pages or content you view, your searches for destinations, trips you created, photos you posted, and other actions on the TAPP Application.
- **Log Data and Device Information.** We automatically collect log data and device information when you access and use the TAPP Application, even if you have not created an TAPP Account or logged in. That information includes, among other things: details about how you've used the TAPP Application (including if you clicked on links to third party applications), IP address, access dates and times, hardware and software information, device information, device event information, unique identifiers, crash data, cookie data, and the pages you've viewed or engaged with before or after using the TAPP Application.

### 1.3 Information We Collect from Third Parties.

TAPP may collect information, including personal information, that others provide about you when they use the TAPP Application and the Payment Services, or obtain information from other sources and combine that with information we collect through the TAPP Application and the Payment Services. We do not control, supervise or respond for how the third parties providing your information process your personal data, and any information request regarding the disclosure of your personal information to us should be directed to such third parties.

- **Third Party Services.** If you link, connect, or login to your TAPP Account with a third party service (e.g. Google, Facebook), the third party service may send us information such as your registration and profile information from that service. This information varies and is controlled by that service or as authorized by you via your privacy settings at that service.
- **Other Sources.** To the extent permitted by applicable law, we may receive additional information about you, such as demographic data or fraud detection information, from third party service providers and/or partners, and combine it with information we have about you.

For example, we may receive fraud warnings from service providers like identity verification services for our fraud prevention and risk assessment efforts. We may receive information about you and your activities on and off the TAPP Application through partnerships, or about your experiences and interactions from our partner ad networks.

## **2. HOW WE USE INFORMATION WE COLLECT**

We use, store, and process information, including personal information, about you to provide, understand, improve, and develop the TAPP Application, create and maintain a trusted and safer environment and comply with our legal obligations.

### **2.1 Provide, Improve, and Develop the TAPP Application.**

- Enable you to access and use the TAPP Application.
- Enable you to communicate with other Members.
- Operate, protect, improve, and optimize the TAPP Application and experience, such as by performing analytics and conducting research.
- Provide customer service.
- Send you service or support messages, updates, security alerts, and account notifications.
- If you provide us with your contacts' information, we may process this information: (i) to facilitate your referral invitations, (ii) send your requests for references, (iii) for fraud detection and prevention, and (iv) for any purpose you authorize at the time of collection.
- To operate, protect, improve, and optimize the TAPP Application and experience, and personalize and customize your experience (such as making suggestions or ranking search results), we conduct profiling based on your interactions with the TAPP Application, your search and trips history, your profile information and preferences, and other content you submit to the TAPP Application.

We process this information given our legitimate interest in improving the TAPP Application and our Members' experience with it, and where it is necessary for the adequate performance of the contract with you.

### **2.2 Create and Maintain a Trusted and Safer Environment.**

- Detect and prevent fraud, spam, abuse, security incidents, and other harmful activity.
- Conduct security investigations and risk assessments.
- Verify or authenticate information or identifications provided by you (such as to verify your Accommodation address or compare your identification photo to another photo you provide).
- Conduct checks against databases and other information sources, including background or police checks, to the extent permitted by applicable laws and with your consent where required.
- Comply with our legal obligations.
- Resolve any disputes with any of our Members and enforce our agreements with third parties.
- Enforce our [Terms of Service](#) and other policies.
- In connection with the activities above, we may conduct profiling based on your interactions with the TAPP Application, your profile information and other content you submit to the TAPP Application, and information obtained from third parties. In limited cases, automated processes may restrict or suspend access to the TAPP Application if such processes detect a Member or activity that we think poses a safety or other risk to the TAPP Application, other Members, or third parties.

We process this information given our legitimate interest in protecting the TAPP Application, to measure the adequate performance of our contract with you, and to comply with applicable laws.

### **2.3 Provide, Personalize, Measure, and Improve our Advertising and Marketing.**

- Send you promotional messages, marketing, advertising, and other information that may be of interest to you based on your preferences (including information about TAPP or partner campaigns and services) and social media advertising through social media platforms such as Facebook or Google).
- Personalize, measure, and improve our advertising.
- Administer referral programs, rewards, surveys, sweepstakes, contests, or other promotional activities or events sponsored or managed by TAPP or its third party partners.
- Conduct profiling on your characteristics and preferences (based on the information you provide to us, your interactions with the TAPP Application, information obtained from third parties, and your search)

to send you promotional messages, marketing, advertising and other information that we think may be of interest to you.

We will process your personal information for the purposes listed in this section given our legitimate interest in undertaking marketing activities to offer you products or services that may be of your interest. You can opt-out of receiving marketing communications from us by following the unsubscribe instructions included in our marketing communications or changing your notification settings within your TAPP Account.

## **3. SHARING & DISCLOSURE**

### **3.1 With Your Consent.**

Where you have provided consent, we share your information, including personal information, as described at the time of consent, such as when you authorize a third party application or website to access your TAPP Account or when you participate in promotional activities conducted by TAPP partners or third parties.

### **3.3 Profiles, Listings, and other Public Information.**

The TAPP Application lets you publish information, including personal information, that is visible to the general public. For example:

- Parts of your public profile page, such as your first name, your description, and city, are publicly visible to others.
- Trips pages are publicly visible and include information such as the accommodation or Experience's approximate location (neighborhood and city) or precise location (where you have provided your consent), Trip description, calendar availability, your public profile photo, aggregated demand information (like page views over a period of time), and any additional information you choose to share.
- After completing a booking, Guests and Hosts may write Reviews and rate each other. Recommendations and Ratings are a part of your public profile page and may also be surfaced elsewhere on the TAPP Application (such as the Listing page).

- If you submit content in a community or discussion forum, blog or social media post, or use a similar feature on the TAPP Application, that content is publicly visible.

Information you share publicly on the TAPP Application may be indexed through third party search engines. In some cases, you may opt-out of this feature in your Account settings. If you change your settings or your public-facing content, these search engines may not update their databases. We do not control the practices of third party search engines, and they may use caches containing your outdated information.

### **3.5 Compliance with Law, Responding to Legal Requests, Preventing Harm and Protection of our Rights.**

TAPP may disclose your information, including personal information, to courts, law enforcement or governmental authorities, or authorized third parties, if and to the extent we are required or permitted to do so by law or if such disclosure is reasonably necessary: (i) to comply with our legal obligations, (ii) to comply with legal process and to respond to claims asserted against TAPP, (iii) to respond to verified requests 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, (iv) to enforce and administer our Terms of Service, the Payment Terms or [other](#) agreements with Members, or (v) to protect the rights, property or personal safety of TAPP, its employees, its Members, or members of the public.

These disclosures may be necessary to comply with our legal obligations, for the protection of your or another person's vital interests or for the purposes of our or a third party's legitimate interest in keeping the TAPP Application secure, preventing harm or crime, enforcing or defending legal rights, or preventing damage.

Where appropriate, we may notify Members about legal requests unless: (i) providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law, or (ii) we believe that providing notice would be futile, ineffective, create a risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud upon TAPP's property, its Members and the TAPP Application. In instances where we comply with legal requests without notice for these reasons, we will attempt to notify

that Member about the request after the fact where appropriate and where we determine in good faith that we are no longer prevented from doing so.

### **3.6 Service Providers.**

TAPP uses a variety of third party service providers to help us provide services related to the TAPP Application. Service providers may be located inside or outside of the European Economic Area (“**EEA**”).

For example, service providers may help us: (i) verify your identity or authenticate your identification documents, (ii) check information against public databases, (iii) conduct background or police checks, fraud prevention, and risk assessment, (iv) perform product development, maintenance and debugging, (v) allow the provision of the TAPP Services through third party platforms and software tools (e.g. through the integration with our APIs), or (vi) provide customer service, advertising, or payments services. These providers have limited access to your information to perform these tasks on our behalf, and are contractually bound to protect and to use it only for the purposes for which it was disclosed and consistent with this Privacy Policy.

TAPP will need to share your information, including personal information, in order to ensure the adequate performance of our contract with you.

### **3.8 Social Media Platforms.**

Where permissible according to applicable law we may use certain limited personal information about you, such as your email address, to hash it and to share it with social media platforms, such as Facebook or Google, to generate leads, drive traffic to our websites or otherwise promote our products and services or the TAPP Application. These processing activities are based on our legitimate interest in undertaking marketing activities to offer you products or services that may be of your interest.

The social media platforms with which we may share your personal data are not controlled or supervised by TAPP. Therefore, any questions regarding how your social media platform service provider processes your personal data should be directed to such provider.

Please note that you may, at any time ask TAPP to cease processing your data for these direct marketing purposes by sending an e-mail to [opt-out@TAPP.com](mailto:opt-out@TAPP.com).

### **3.13 Business Transfers.**

If TAPP undertakes or is involved in any merger, acquisition, reorganization, sale of assets, bankruptcy, or insolvency event, then we may sell, transfer or share some or all of our assets, including your information in connection with such transaction or in contemplation of such transaction (e.g., due diligence). In this event, we will notify you before your personal information is transferred and becomes subject to a different privacy policy.

### **3.14 Aggregated Data.**

We may also share aggregated information (information about our users that we combine together so that it no longer identifies or references an individual user) and other anonymized information for regulatory compliance, industry and market analysis, demographic profiling, marketing and advertising, and other business purposes.

## **4. OTHER IMPORTANT INFORMATION**

### **4.1 Analyzing your Communications.**

We may review, scan, or analyze your communications on the TAPP Application for fraud prevention, risk assessment, regulatory compliance, investigation, product development, research, and customer support purposes. For example, as part of our fraud prevention efforts, we scan and analyze messages to mask contact information and references to other websites. In some cases, we may also scan, review, or analyze messages to debug, improve, and expand product offerings. We use automated methods where reasonably possible. However, occasionally we may need to manually review some communications, such as for fraud investigations and customer support, or to assess and improve the functionality of these automated tools. We will not review, scan, or analyze your communications to send third party marketing messages to you, and we will not sell reviews or analyses of these communications.

These activities are carried out based on TAPP's legitimate interest in ensuring compliance with applicable laws and our Terms, preventing fraud, promoting safety, and improving and ensuring the adequate performance of our services.

## **4.2 Linking Third Party Accounts.**

You may link your TAPP Account with your account at a third party social networking service. Your contacts on these third party services are referred to as “Friends.” When you create this link:

- some of the information you provide to us from the linking of your accounts may be published on your TAPP Account profile;
- your activities on the TAPP Application may be displayed to your Friends on the TAPP Application and/or that third party site;
- a link to your public profile on that third party social networking service may be included in your TAPP public profile;
- other TAPP users may be able to see any common Friends that you may have with them, or that you are a Friend of their Friend if applicable;
- other TAPP users may be able to see any schools, hometowns or other groups you have in common with them as listed on your linked social networking service;
- the information you provide to us from the linking of your accounts may be stored, processed and transmitted for fraud prevention and risk assessment purposes; and
- the publication and display of information that you provide to TAPP through this linkage is subject to your settings and authorizations on the TAPP Application and the third party site.

We only collect your information from linked third party accounts to the extent necessary to ensure the adequate performance of our contract with you, or to ensure that we comply with applicable laws, or with your consent.

## **4.3 Google Maps/Earth.**

Parts of the TAPP Application use Google Maps/Earth services, including the Google Maps API(s). Use of Google Maps/Earth is subject to [Google Maps/Earth Additional Terms of Use](#) and the [Google Privacy Policy](#).

## **5. THIRD PARTY PARTNERS & INTEGRATIONS**

The TAPP Application may contain links to third party websites or services, such as third party integrations, co-branded services, or third party-branded services (“**Third Party Partners**”). TAPP doesn’t own or control these Third Party Partners and when you interact with them, you may be providing information directly to the Third Party Partner, TAPP, or both. These Third Party Partners will have their own rules about the collection, use, and disclosure of information. We encourage you to review the privacy policies of the other websites you visit.

## **6. YOUR RIGHTS**

You may exercise any of the rights described in this section before your applicable TAPP Data Controller by sending an email to [dpo@TAPP.com](mailto:dpo@TAPP.com). Please note that we may ask you to verify your identity before taking further action on your request.

### **6.1 Managing Your Information.**

You may access and update some of your information through your Account settings. If you have chosen to connect your TAPP Account to a third-party application, like Facebook or Google, you can change your settings and remove permission for the app by changing your Account settings. You are responsible for keeping your personal information up-to-date.

### **6.2 Rectification of Inaccurate or Incomplete Information.**

You have the right to ask us to correct inaccurate or incomplete personal information concerning you (and which you cannot update yourself within your TAPP Account).

### **6.3 Data Access and Portability.**

In some jurisdictions, applicable law may entitle you to request copies of your personal information held by us. You may also be entitled to request copies of personal information that you have provided to us in a structured, commonly used, and machine-readable format and/or request

us to transmit this information to another service provider (where technically feasible).

## **6.4 Data Retention and Erasure.**

We generally retain your personal information for as long as is necessary for the performance of the contract between you and us and to comply with our legal obligations. If you no longer want us to use your information to provide the TAPP Application to you, you can request that we erase your personal information and close your TAPP Account. Please note that if you request the erasure of your personal information:

- We may retain some of your personal information as necessary for our legitimate business interests, such as fraud detection and prevention and enhancing safety. For example, if we suspend an TAPP Account for fraud or safety reasons, we may retain certain information from that TAPP Account to prevent that Member from opening a new TAPP Account in the future.
- Information you have shared with others (e.g., Recommendations, messages, photos) may continue to be publicly visible on the TAPP Application, even after your TAPP Account is cancelled. However, attribution of such information to you will be removed. Additionally, some copies of your information (e.g., log records) may remain in our database, but are disassociated from personal identifiers.
- Because we maintain the TAPP Application to protect from accidental or malicious loss and destruction, residual copies of your personal information may not be removed from our backup systems for a limited period of time.

## **7.4 California Privacy Rights.**

California law permits Members who are California residents to request and obtain from us once a year, free of charge, a list of the third parties to whom we have disclosed their personal information (if any) for their direct marketing purposes in the prior calendar year, as well as the type of personal information disclosed to those third parties. See the “Contact” section for where to send such requests. TAPP do not share personal information with third parties for their own direct marketing purposes without your prior consent. Accordingly, you can prevent disclosure of

your personal information to third parties for their direct marketing purposes by withholding consent.

## **8. 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. Some of the safeguards we use to protect your information are firewalls and data encryption, and information access controls. If you know or have reason to believe that your TAPP Account credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your TAPP Account, please contact us following the instructions in the Contact Us section below.

## **9. CHANGES TO THIS PRIVACY POLICY**

TAPP reserves the right to modify this Privacy Policy at any time in accordance with this provision. If we make changes to this Privacy Policy, we will post the revised Privacy Policy on the TAPP Application and update the “Last Updated” date at the top of this Privacy Policy. We will also provide you with notice of the modification by email at least thirty (30) days before the date they become effective. If you disagree with the revised Privacy Policy, you may cancel your Account. If you do not cancel your Account before the date the revised Privacy Policy becomes effective, your continued access to or use of the TAPP Application will be subject to the revised Privacy Policy.

## **10. CONTACT US**

If you have any questions or complaints about this Privacy Policy or TAPP’s information handling practices, you may email us or contact us at:

- TAPP Group, Inc., Legal Department, 6138 Hollywood Blvd, Los Angeles, CA 90028 USA.
- Or via email at [legal@tapptravel.co](mailto:legal@tapptravel.co)