

PRIVACY POLICY

Effective as of September 1, 2020

Introduction

ZenTests, Inc. (“ZenTests”) respects your privacy and is committed to protecting it through our compliance with this policy. This privacy policy applies to each ZenTests website, product, software, application and other service (each, a “Service”) that refers or links to this privacy policy.

This Privacy Policy (together with our Standard Terms available [here](#) in the case of Merchants and our Partner Agreement, in the case of Partners, applies to your use of our Platform (capitalized terms as defined below).

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it.

If you do not want your information to be collected, used, and transferred as described by this Privacy Policy, you may revoke your consent to our Privacy Policy by emailing us at [here](#).

We reserve the right to change this Privacy Policy from time to time. We will notify you about significant changes in the way we treat your personal information by either placing a notice on

our Website or sending a notice to the primary email address you provided to us prior to the change becoming effective, or both. We will also update our privacy information on this page with the latest update date and effective date. It is your responsibility to review any updates to our Privacy Policy. Your continued use of ZenTests websites and/or services after any such modification to our Privacy Policy will constitute your acknowledgment of the modified Privacy Policy and your agreement to abide and be bound by the new Privacy Policy.

ZenTests provides a service to online retailers and merchants (“Merchants” or “Customers”) that enables the Merchant to offer its end-user customers (“End Users”) expedited shipping and logistics services for the products ordered by the End User. ZenTests has arrangements with delivery and pick-up organizations (“Partners”) whereby such Partners co-ordinate with couriers and drivers (“Couriers”) and offer delivery solutions via the ZenTests platform (“Platform”) to the End User. ZenTests collects information under the direction of its Merchant customers and its Partners and has no direct relationship with the individuals, such as End User or Couriers, whose personal data it processes. If you are an End User, Courier or customer or partner of a Merchant or Partner and would no longer like to be contacted by them, please contact the Merchant or Partner that you interact with directly via channels outlined in their own privacy policy. Anyone who uses our services directly are referred to below as “Users”.

1. Information ZenTests Collects From Users

ZenTests collects information from its Users. The categories of information we collect are described below in this Section 1.

A. Information You Provide Directly to Us

Merchants (Customers) and Partners

Sign Up and Profile Information. When you sign up and/or place an order through ZenTests's Platform as or on behalf of a Customer or Partner, you provide us with information, including, but not limited to your name, email address, physical address, and phone number and product information, including product details and price ("Profile").

Order Information. When you place an order, we collect information related to the order, which may include items purchased, special instructions, date and time of order, and subtotal.

Feedback. We may ask you for feedback.

Surveys. We may offer an opportunity to participate in surveys, promotions, or contests. When a User participates, we may request certain information which may include name and email address.

Payment Information. When you add a payment card to your ZenTests account, a third-party payments service provider receives your card information. We do not store full payment card information on our servers. We may receive Merchants' bank account information to provide payment mechanisms as well as any other information necessary to set up payment.

Surveys. We may offer an opportunity to participate in surveys, promotions, or contests. When a User participates, we may request certain information which may include name and email address.

All Users

Communications. If you contact us directly, we may receive additional information about you. For example, when you contact our Customer Support team, we will receive your name, email address, and the contents of any message or attachments that you may send to us, as well as any other information you choose to provide.

B. Information We Collect Automatically Through Your Use of the Platform

Location and Sensor Information. We receive a Customer's location information when you're using the Platform to assist in finding available markets and/or available delivery opportunities, offer delivery incentives, track the progress and completion of deliveries, and other similar purposes. We also use this information for analytics purposes.

Device Information. We receive information from Users' devices, including IP address, web browser type, mobile operating system version, phone carrier and manufacturer, unique device identifiers, other information such as your device type.

Usage Information. We automatically receive information about your interactions with our Platform, such as the pages you were visiting before accessing our Website or mobile application, or other content you view, the products you search for or purchase, and the dates and times of your visits, to help us understand how you use our Platform, help us improve our Platform, and provide you information about our Platform, Merchants, and Partners.

Information from Cookies and Similar Technologies. We and our service providers collect information through the use of “cookies” and similar technologies to understand how you navigate through and interact with our Platform, to learn what content is popular, for authentication and advertising purposes, and to save your preferences. Cookies are small text files that web servers place on your device; they are designed to store basic information and to help websites and apps recognize your browser. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be accessed every time you use our Platform. We also use cookies for data analytics purposes, including from Google Analytics. You can find more information on how Google uses data from these cookies at google.com/policies/privacy/partners. To prevent Google Analytics from using your information for analytics, you may install the Google Analytics Opt-Out Browser Add-on. You should consult your web browser to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may be missing out on certain features of our Platform.

Users may not send, publish, or share any false, misleading, or deceptive communications in connection with participation in the referral program. These actions may violate various federal state and/or international laws, including, but not limited to, the regulations and policies of the Federal Trade Commission. In addition, Users may not send any referral emails, text messages, or other communications to children under the age of 13.

If you are referred to ZenTests through one of our referral programs, or if someone attempts to refer you, ZenTests may share your name, whether you already signed up for ZenTests, whether you are a new customer, and whether you have placed a qualifying order with the ZenTests with the person(s) who referred you.

C. Personal Information from Publicly-Available Sources and Third Parties

Information Communicated by the Platform to Partners. We receive information about the End User's purchase via the Platform, including name, phone number, the product purchased, and the delivery location which is communicated to our Partners.

Background Information on Couriers. ZenTests works with third-party providers to perform driving record and criminal background checks on Prospective Couriers and active Couriers, and in some instances these third parties provide prospective Couriers and active Couriers' records to ZenTests as part of the background check process.

Information From Affiliates and Non-Affiliated Third Parties. We may collect information about you or others through ZenTests affiliates or through non-affiliated third parties. For example, you may be able to access the Platform through a social networking account, such as Facebook. If you access the Platform through your Facebook account, you may allow us to have access to certain information in your Facebook profile. This may include your name, profile picture, gender, networks, and/or email address and other information you allow to be imported from Facebook, which is controlled in your Facebook privacy settings.

Social networking sites, such as Facebook, have their own policies for handling your information. For a description of how these sites may use and disclose your information, including any information you make public, please consult the sites' privacy policies. We have no control over how any third-party site uses or discloses the personal information it collects about you.

We may also collect information about you or others through non-affiliated third parties. For example, to the extent permitted by law, we may, in our sole discretion, ask for and collect supplemental information from third parties, such as information about your credit from a credit bureau, or information to verify your identity or trustworthiness, or for other fraud or safety protection purposes. We may also collect demographic information, which may include information such as income, marital status, spending habits, and other information pertaining to customers. We may combine information that we collect from you through the Platform with information that we obtain from such affiliated and non-affiliated third parties and information derived from any other products or services we provide.

2. How We Use The Information We Collect From Users

We use the information collected from and about Users for the following business and commercial purposes:

A. Provide services and features. ZenTests uses the data we collect to provide, personalize, improve, expand, and promote our Platform and other services. This includes using data to:

- Facilitate transactions, deliveries, and payments.
- Analyze how you use our Platform.
- Track and share progress of deliveries and orders.
- Notify you about progress of deliveries and orders.

B. Communications. ZenTests uses the data we collect to communicate with you, either directly or through one of our service providers, including for marketing and promotional purposes, and to respond to any issues that may arise during deliveries.

ZenTests also uses the data we collect to provide customer support, including but not limited to responding to customer support questions or your requests, and investigating and addressing User concerns.

C. Conduct research and development. ZenTests may use the data we collect for testing, analysis, product development, and machine learning to improve a user's experience on the Platform.

D. Security and safety. We use the information we collect to help maintain the safety, security, and integrity of our services, third parties, and Users. This includes using data to:

- Finding and preventing fraud.
- Protecting Users and the ZenTests business.
- Providing account and network security.

E. Maintain legal and regulatory compliance. ZenTests may use the information we collect to maintain legal and regulatory compliance. This includes using data to:

- Resolve disputes, to enforce any legal terms that govern your use of the Platform.
- Pay our taxes or fulfil our business obligations.
- Respond to requests by regulators, government entities, and official inquiries.

F. ZenTests business purposes. We may aggregate and/or de-identify information collected through the Platform. We may use de-identified or aggregated data for any purpose, including without limitation for research and marketing purposes and may also share such data with any third parties, including without limitation, advertisers, promotional partners, sponsors, event promoters, and/or others.

3. How ZenTests Shares Information It Collects From Users

A. Sharing between Merchants and Partners

To facilitate access to End Users to enable them to select the delivery method for their orders placed with Merchants, Couriers and End Users may have access to certain information about each other. When Couriers are offered delivery opportunities, they may be able to see the Customer's delivery location. Once a Courier accepts a delivery request from a Customer, the Customer may see the Courier's first name and last initial, photo, aggregate rating, real-time location (which may reveal locations of other Customer to whom a Courier is providing a delivery), and/or other information to identify the Courier, including, but not limited to the Courier's license plate, and color, make, and model of vehicle. Couriers may see the Customer's first name and last initial, and the Customer's delivery address and/or real-time location. ZenTests allows End Users and Couriers are able to call and text each other. Customer and Courier phone numbers are masked and, only in rare instances, may they be able to see the other's phone number. As described above, End Users are able to see a Courier's aggregate ratings during a delivery. After a delivery, we may share feedback or comments that an End User provides with a Courier but we will not identify the End User. In relation to the information described in this paragraph: a. if you are an End User, please refer to your Merchant's own privacy policy; and b. if you are a Courier, please refer to the Partner's own privacy policy.

B. Sharing between Couriers and Merchants

Before a Courier picks up the delivery from the Merchant and/or Partner and during the delivery, the Merchant and/or Partners may be able to see the Courier's name, real-time location, and may be able to communicate directly with the Courier. This information is subject to the Merchant or Partner's own privacy policy, as applicable.

C. Sharing between End Users and Merchants

We may share certain End User transactional details with Merchants from whom the End User has placed orders, such as name, phone number, email address, and/or any physical address associated with the account or any delivery. Merchants may also have access to End Users public profile image, feedback, and/or order information, including purchase history and other information related to orders with the particular Merchant. Such information provided to Merchants is not subject to this Privacy Policy, but instead is subject to Merchant's own privacy policies which may allow Merchant to, among other things, send End Users marketing communications and other promotional content.

D. Information We Share – General

We will share your personal information with third parties only in the ways that are described in this

Privacy Policy. We do not sell your personal information to third parties. The information we gather may be shared within the ZenTests group of companies on a worldwide basis. We do not share information with third parties for their direct marketing purposes unless you specifically agree to such disclosure.

We share your information with third parties who have legally contracted with us in order to help deliver our services to you. Such third parties may include companies which provide our web servers and database storage, those who analyze data, provide marketing assistance, process payments, provide merchant, retail, shipment or logistic services, improve Website usage, provide phone-based help centers, and other services that may help you use our Websites or services. These companies only have access to information as necessary to perform their functions, and they may not use that information for any other purpose. We will remain responsible for any information shared in this way.

We may disclose information to third parties if you consent. Your consent and subsequent disclosures are assumed when you perform the following:

1. by downloading the ZenTests application;
2. by using the Platform;
3. by using our products and services;
4. by using any of our services as or on behalf of a Merchant, you consent to the disclosure of your information to third party shipment and logistic Partners (and their Couriers, drivers and personnel) that we engage to fulfil our Merchant's services agreements; and
5. by using any of our services as or on behalf of a Partner, you consent to the disclosure of your information to our Merchants and their customers and End Users.

We also share passively collected information (including location data) about ZenTests Website visitors with third parties to serve advertisements to you on our Sites, on other sites with which we have a business relationship, and via our Services. We may also aggregate data regarding information relevant to improving the relevancy of the Services we offer you and the advertising we display and/or send to you. This aggregated data does not identify you personally.

At times we may be required by law enforcement or judicial authorities to provide information to the appropriate governmental authorities. In such cases, we will disclose information upon receipt of a court order, subpoena, bankruptcy proceedings, or other legal process or to cooperate with a law enforcement investigation when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request. We fully cooperate with law enforcement agencies in identifying those who use our Services for illegal activities. We reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful.

We may disclose and transfer information to a third party who acquires any or all of ZenTests's business, whether such acquisition is by way of merger, consolidation or purchase of all or a substantial portion of our assets. You will be notified via email and/or a prominent notice on our Websites of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information.

4. Retention of Personal Information

We may retain your personal information for (1) as long as needed to provide the services as described in this policy, (2) to comply with our legal obligations and disclosure requirements under state, federal, and international law, (3) as necessary to resolve disputes, and (4) as agreed upon with Customers and Partners.

5. Your Rights in Relation to your Personal Information

You have rights relating to your Personal Information that we process. You have the right to:

- know what Personal Information we hold about you,
- make sure it's correct and up to date
- request a copy of your Personal Information (including in machine readable form)
- ask us to restrict processing your Personal Information or delete it
- object to our continued processing of your Personal Information

You can exercise these rights at any time by sending an email to [here](#). We will respond to information access requests within thirty (30) days of receipt. If we require additional time to respond, we will acknowledge receipt of your request within a reasonable timeframe and supplement our response within the time period required by applicable law.

If you're not happy with how we are processing your personal data, please let us know by sending an email to [here](#). We will review and investigate your complaint and get back to you within a reasonable time frame. You can also complain to your local data protection authority, and if required they can advise you how to submit a complaint to them.

While you are able to change and delete your Profile from our Websites, anyone who previously had your consent or otherwise viewed your Profile and/or used our Websites or Services may have kept a copy of it. Some Countries and States require that we, and/or Customers or partners that use our Services, retain a copy of the information you provided as you used the Services or App. Deleting and/or changing your Profile from/on our Websites does not guarantee that these copies are also being deleted/changed.

If you wish to delete or close your account and remove your Profile altogether, you can do so at any time by emailing [here](#). Unless required by law, your profile data will be deleted from our services. We may keep logs and/or de-identified information that may relate to your activity on our Website, as required by law.

ZenTests acknowledges that you have the right to access your Personal Information. An End User or Courier who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct his query to the Merchant or Partner, as applicable ("the data controller" or "service provider"). If requested to remove data we will respond within a reasonable timeframe.

We will retain personal data we process on behalf of Merchants and Partners for as long as needed to provide our services. ZenTests will retain this personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We may use de-identified data for our business purposes solely to the extent permitted in our agreements with Merchants and Partners as a service provider.

6. Your California Privacy Rights and Privacy Notice for California Residents Pursuant to California Consumer Protection Act (“CCPA”)

Upon your request, California Civil Code Section 1798.83, known as the “Shine the Light” law, requires us to provide to you (a) a list of your Personal Information, if any, which we have disclosed to third parties for direct marketing purposes in the preceding calendar year, and (b) the names and addresses of those third parties. You may make such a request once per calendar year, and we will provide the information to you free of charge. Please send any requests made pursuant to this section by emailing us at [here](#). However, as defined under Section 1798.83, we do not currently share any personal information with third parties for their direct marketing purposes.

Additionally, California Civil Code Section 1798.100-1798.199, known as the California Consumer Privacy Act (“CCPA”), provides the ability for California consumers to make requests and received notices as further outlined below. For complete information about all of your rights under CCPA please visit the California Attorney General’s Website at: <https://oag.ca.gov/privacy/ccpa>

Your Rights under CCPA

Under CCPA, California consumers have enumerated rights to their Personal Information. These rights include that:

1. You have the right to know what Personal Information we have collected in the past 12 months including specific categories (see – Information We Collect);
2. You have the right to know whether we have sold any of your Personal Information (see – How We Use Information);
3. You have the right to know whether we have used any of your Personal Information for business purposes (see – Information Collected on Behalf of our Clients);
4. You have the right to request disclosure of your Personal Information collected by us in a readily useable format within 45 days of such a verifiable request and to delete that personal information (see information below or – Your Rights in Relation to your Personal Information);
5. You have the right to know you will not be discriminated against for exercising your rights under the CCPA (see information below); and
6. You have the right to Opt-Out of the sale of your Personal Information (see information and link below).

Requesting Access to Personal Information, Data Portability, and Deletion

As required under CCPA, ZenTests will respond to verifiable consumer requests within 45 days of receipt of such a request from you. This may include requesting additional information to verify you are indeed the person making the request or you can make such a request through your Profile.

If ZenTests requires additional time beyond 45 days (up to 90 days) to fulfil such a request or otherwise verify your request, a ZenTests team member will inform you as soon as possible, but no later than permitted under CCPA, in writing. All requests and responses will cover the 12 months immediately preceding such a request from you.

A request for your Personal Information can be done via email to [here](#) or by logging in to your account. We do not charge a fee for this request unless such a request exceeds those permitted under CCPA, become too excessive, or burdensome. You are entitled to your data in a readily usable format that is freely transferable, which we often provide by electronic letter or email.

As for deletion, you can request that we delete your personal information via email to [here](#). or by logging in to your account.

As you use your Profile to access our services, and you add, update and delete information on your Profile as you use the services. The services that you choose to use determines the type of information collected, the use of that information by ZenTests and by others, and your control over that information. This is the best method to make such a request for your Personal Information from us for your Personal Information or for deleting your Personal Information.

Non-Discrimination Notice and Financial Incentives

ZenTests does not and will not discriminate against you for exercising any of your rights under the CCPA. Unless otherwise permitted under the CCPA, ZenTests does not and will not:

- Charge you different rates for any of our services. This means that we do not provide separate discounting, benefits, or penalties to users;
- Deny access to any of our services;
- Provide you with a variable level of quality of our services; or
- Indicate different pricing or rates for any services or a different level or quality of services

As permitted under CCPA, ZenTests may offer you or other users financial incentives that can reflect different rates, prices, or qualities of our services. In such instances, you will be required to opt-in consent which is revocable by you at any time. These incentives will be related to the value of your personal information and describe the material terms of the incentive.

Personal information sales opt-in and opt-out rights

As provided under CCPA, California consumers can Opt-Out of the sale of their personal information by submitting in to our DO NOT SELL MY INFORMATION list. We do not sell personal information, but maintain a list for those who wish to opt-out nonetheless.

For additional information or to request your opt-out of the sale of your personal information, please email us at [here](#).

7. Information Transferred for Business Purposes

In the past 12 months, ZenTests has not sold any personal information collected for monetary consideration. We have, however, transferred, disclosed, and shared information we collect on behalf of existing service agreements with our Merchants and Partner. The information is transferred, disclosed, and shared is exclusively for the business purpose and subject to the terms and conditions of our service agreements or partner agreements.

8. Data Security

ZenTests takes measures to safeguard your personal information against loss, theft and misuse and unauthorized access, disclosure, alteration and destruction through the use of appropriate technical and organizational measures.

9. Legal Use and Other Protected Uses of Data

We may collect, store, disclose, or transfer your Personal Information to comply with all laws, regulations, and litigation matters.

10. Contact Information

Your data is submitted to ZenTests, Inc, , and your data is hosted and stored in databases and on servers situated throughout the United States.

If, at any time, you have questions or concerns about this Privacy Policy, please contact us at [here](#).