

ONLINE PRIVACY NOTICE

1. Introduction.

- (a) **Web Site Owner.** Nebula.io LLC ("Nebula") is the owner of this web site ("Nebula Web Site"). Nebula can be contacted by mail at 316 W 12th Street Westview, Suite 210, Austin, TX 78701 by e-mail at privacy@nebula.io. This online privacy notice discloses Nebula information practices for this Nebula Web Site, including what type of personal identifiable information is requested in order to make a purchase, how the information is used, and with whom the information is shared
- (b) **Web Site Visits.** In general, you can visit on the Nebula Web Site without revealing any personal information. Nebula analyzes the data gathered from Web Site visits for trends and statistics, and then Nebula discards the gathered data.
- (c) **Web Site Transactions.** At times, Nebula will need personal information regarding a customer or a prospect. For example to process an order or provide a subscription, Nebula may need to know a customer's name, mailing address, e-mail address and credit card details. It is Nebula's intent to inform you know before Nebula collects personal information, such as user's name and/or address on the Internet. If you tell us that you do not wish to have this information used as a basis for further contact with you, Nebula will respect your wishes.

2. Personal Information That May Be Collected.

- (a) **Identifying Information.** In order to access designated subscriber services and /or restricted areas within the Nebula Web site, Nebula will request a user to provide certain personal identifying information, which may include: legal name, e-mail address, screen name, password, telephone number, method of payment, and, if applicable, credit card number. Nebula may request additional information necessary to establish and maintain customer's account.
- (b) **Service Quality Monitoring.** Some Web site transactions may require a customer to telephone Nebula, or Nebula to call the customer. Nebula will not contact you by telephone without your prior consent, except to confirm an order placed online and/or to inform a customer of the status of such order. Customer should be aware that it is Nebula's practice to monitor, and in some cases record such calls for staff training or quality assurance purposes.
- (c) **Lost or Stolen Information.** If a customer's credit card and/or password is lost or stolen, the customer should promptly notify Nebula in order to enable Nebula to cancel the lost or stolen information and to update its records with a changed credit card and/or password.
- (d) **Chat Rooms, Forums and Bulletin Boards.** If customer participates in an Nebula chat room, discussion forum, or posts messages to an Nebula bulletin board, customer should be aware that the information disclosed and shared will be broadly available to other persons, inside of Nebula, who have access to that chat room, forum or bulletin board. Some individual Nebula chat rooms, forums or bulletin boards have additional

rules and conditions regarding participation. Also, participant's expressed opinion is his or her own and should not be considered as reflecting the opinion of Nebula.

- (e) **Links to Other Web Sites.** An Nebula Web site may contain links to other web sites. Nebula is not responsible for the privacy practices or the content of those other Web sites.

3. Uses Made of the Information.

- (a) **Limited Uses Identified.** Without customer's prior consent, Nebula will not use your personal identifiable information for any purpose other than that for which it is submitted, as well as internal business analytics. Nebula uses personally identifiable information to reply to inquiries, handle complaints, provide operational notices and in program record-keeping. Nebula also processes billing and business requests related to Nebula Web Site participation.
- (b) **Marketing Uses.** Unless customer opt-outs option box herein provided, Nebula reserves the right to provide customer with information about Nebula's Web site, Nebula products and services, and related information in which customer has indicated an interest.
- (c) **Stored Information Uses.** Nebula stores and retains the information provided by customer and the information entered on the Nebula Web site. This information is used to support customer interaction with the Nebula Web site; and/or to contact customer again about other Nebula services and products, including with the use of algorithms.

4. Disclosure of the Information.

- (a) **Within Corporate Organization.** Nebula is a multinational organization, with legal entities, business processes, management structures, and technical systems that cross borders. Nebula may share your personal information within the Nebula corporate organization, and may transfer the information to countries in the world where Nebula conducts business. Some countries may provide less legal protection for customer personal information. In such countries Nebula will still handle customer personal information in the manner describe herein.
- (b) **Mergers and Acquisitions.** Circumstances may arise where for business reasons, Nebula decides to sell, buy, merge or otherwise reorganize its businesses in the United States or some other country. Such a transaction may involve the disclosure of personal identifying information to prospective or actual purchasers, and/or receiving such information from sellers. It is Nebula's practice to seek appropriate protection for information in these types of transactions.
- (c) **Agents.** Nebula employs or engages other companies and individuals to perform business functions on behalf of Nebula. These persons are provided with personal identifying information required to perform their functions, but are prohibited by contract from using the information for other purposes. These persons engage in a variety of functions which include, but are not limited to, fulfilling orders, delivering packages, removing repetitive information from customer lists, analyzing data,

providing marketing assistance, processing credit card payments and providing customer services.

- (d) **Affiliated Businesses.** Nebula works closely with affiliated businesses operating web site stores, providing services or selling products on each other's Web sites. These businesses identify themselves to customers. Customer information related to a transaction with an affiliated business is shared with that affiliated business.
- (e) **Marketing Analysis by Third Parties.** Nebula reserves the right to disclose to third parties personal information about customers for marketing analysis; however, any information disclosed will be in the form of aggregate data that does not describe or identify an individual customer.
- (f) **Disclosure to Governmental Authorities.** Under certain circumstances, personal information may be subject to disclosure pursuant to a judicial or other government subpoenas, warrants or orders.

5. Use of Computer Tracking Technologies.

- (a) **No Tracking of Personal Information.** Nebula's Web Site(s) are not set up to track, or distribute personal information not entered by visitors. Through web site access logs Nebula does collect clickstream data and HTTP protocol elements, which generate certain kinds of non-identifying site usage data, such as the number of hits and visits to our sites. This information is used for internal purposes by technical support staff for research and development, user analysis and business decision making, all of which provides better services to the public. The statistics garnered, which contain no personal information and cannot be used to gather such information, may also be provided to third parties.
- (b) **Use of Cookies.** Nebula, or its third party vendors, may collect non-identifiable and personal information through the use of various technologies, including "cookies". A cookie is an alphanumeric identifier that a Web site can transfer to customer's hard drive through customer's browser. The cookie is then stored on customer's computer as an anonymous tag that identifies the customer's computer, but not the customer. Cookies may be sent by Nebula or its third party vendors. Customer can set its browser to notify customer before a cookie is received, giving an opportunity to decide whether to accept the cookie. Customer may also set its browser to turn off cookies; however, some Web sites may not then work properly.
- (c) **Use of Web Beacon Technologies.** Nebula may also use Web beacon or other technologies to better tailor its Web site(s) to provide better customer service. If these technologies are in use, when a visitor accesses these pages of the Web site, a non-identifiable notice of that visit is generated which may be processed by Nebula or by its suppliers. Web beacons usually work in conjunction with cookies. If customer does not want cookie information to be associated with customer's visits to these pages, customer can set its browser to turn off cookies; however, Web beacon and other technologies will still detect visits to these pages, but the notices they generate cannot be associated with other non-identifiable cookie information and are disregarded.

- (d) **Collection of Non-Identifiable Information.** Nebula may collect non-identifiable information from user visits to the Nebula Web site(s) in order to provide better customer service. Examples of such collecting include: traffic analysis, such as tracking of the domains from which users visit, or tracking numbers of visitors; measuring visitor activity on Nebula Web site(s); Web site and system administration; user analysis; and business decision making. Such information is sometimes known as "clickstream data." Nebula or its contractors may use this data to analyze trends and statistics.
- (e) **Collection of Personal Information.** Nebula collects personal identifying information from customer during a transaction. Nebula may extract some personally identifying information about that transaction in a non-identifiable format and combine it with other non-identifiable information, such as clickstream data. This information is used and analyzed only at an aggregate level (not at an individual level) to help Nebula understand trends and patterns. This information is not reviewed at an individual level.

6. Information Security.

- (a) **Commitment to Online Security.** Nebula employs physical, electronic and managerial procedures to safeguard the security and integrity of personal information. Billing and payment data is encrypted whenever transmitted or received online. Personal information is accessible only by staff designated to handle online requests or complaints. All Customer agents and contractors with access to personal information on the Nebula web site(s) are also bound to adhere to Nebula security standards.
- (b) **No Liability for Acts of Third Parties.** Nebula will exercise all reasonable efforts to safeguard the confidentiality of customer personal information. However, transmissions protected by industry standard security technology and implemented by human beings cannot be made absolutely secure. Consequently, Nebula shall not be liable for unauthorized disclosure of personal information due to no fault of Nebula including, but not limited to, errors in transmission and unauthorized acts of Nebula staff and/or third parties.

7. Privacy Policy Changes and Opt-Out Rights.

- (a) **Changes to Privacy Policy.** Nebula reserves the right to change its privacy policy statement at any time. A notice of any material change will be posted on the Nebula Web site for thirty (30) days prior to the implementation of such change.
- (b) **Opt-Out Right.** Customer and/or prospective customer has the right at any time to cease permitting personal information to be collected, used or disclosed by Nebula and/or by any third parties with whom Nebula has shared and/or transferred such personal information. Right of cancellation may be exercised by contacting Nebula via e-mail privacy@nebula.io, telephone or certified postal mail. After processing the cancellation, Nebula will delete customer or prospective customer's personal information from its data base.

8. Access Rights to Data.

- (a) **Information Maintained by Nebula.** Upon customer's request, Nebula will provide a reasonable description of customer's personally identifiable information that Nebula maintains in its data bank. Nebula can be contacted by e-mail at privacy@nebula.io.
- (b) **Corrections and Changes to Personal Information.** Help Nebula to keep customer personal information accurate. If customer's personal information changes, or if customer notes an error upon review of customer information that Nebula has on file, please promptly e-mail Nebula at privacy@nebula.io and provide the new or correct information.
- (c) **Your California Privacy Rights.** Beginning on January 1, 2005, California Civil Code Section 1798.83 permits customers of Nebula who are California residents to request certain information regarding Nebula's disclosure of personal information for their direct marketing purposes.

In addition, pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and California Privacy Rights Act ("CPRA"), California residents have certain other rights concerning their personal information. To the extent that Nebula is subject to CCPA or CPRA, this section describes (1) the categories of personal information, collected and disclosed by us, subject to CCPA, (2) your privacy rights under CCPA, and (3) how to exercise your rights under CCPA.

When we use the term "personal information" in this section, we mean information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

(d) *a. Personal Information We Collect.*

If you are a California consumer, please be aware that we collect, process, and maintain personal information to fulfill certain business purposes related to our Platform. We will not collect additional categories of personal information or use personal information collected for additional purposes without providing you notice. Within the preceding twelve (12) months we and our service providers have and may collect, and you may consent to provide, the categories of personal information set forth below. We disclose each of these categories of personal information with our service providers for our business purposes (to enable the service providers to provide their services) and as otherwise described in the "How We Disclose Personal Information" section above.

- Identifiers (for example, name, date of birth, email address, IP address, and online identifiers);
- Categories of personal information as defined by Cal. Civ. Code § 1798.80 (for example, name and telephone number);
- Protected classifications under California or federal law (for example, age, citizenship status, national origin);
- Commercial information (for example, transaction history);
- Internet or other electronic network activity information, including information on your usage of our Sites;
- Geolocation data;

- Professional or employment related information;
- Educational information; and
- Inferences drawn from any information identified above to create a profile

(e) Your Privacy Rights.

In accordance with the CCPA, California consumers may exercise under certain conditions the following four (4) categories privacy rights with respect to their personal information. Please note: you will not be discriminated against in any way by virtue of your exercise of the rights listed below, which means we will not deny goods or services to you, provide a different prices or rates for goods or services to you, or provide a different level or quality of goods or services to you.

Privacy Right	Description
Notice	You have the right to be notified of what categories of personal information will be collected at or before the point of collection and the purposes for which they will be used and shared.
Access	You have the right to request the categories of personal information that we collected in the previous twelve (12) months, the categories of sources from which the personal information was collected, the specific pieces of personal information we have collected about you, and the business purposes for which such personal information is collected and shared. You also have the right to request the categories of personal information which were disclosed for business purposes, and the categories of third parties in the twelve (12) months preceding your request for your personal information.
Data Portability	You have the right to receive the personal information you have previously provided to us.
Erasure	You can request to have your personal information deleted from our servers and we will direct our service providers to do the same. However, please be aware that we may not fulfill your request for deletion if we (or our service provider(s)) are required to retain your personal information for one or more of the following categories of purposes: (1) to complete a transaction for which the personal information was collected, provide a good or service requested by you, or complete a contract between us and you; (2) to ensure our website integrity, security, and functionality; (3) to comply with applicable law or a legal obligation, or exercise rights under the law (including free speech rights); (4) to otherwise use your personal

	information, internally, in a lawful manner that is compatible with the context in which you provided the information.
To Opt Out	You can request to opt out of us selling your personal information by following the instructions below.

(f) How to Exercise Your Rights.

If you would like to exercise your rights listed above, please send (or have your authorized agent send) an email to privacy@nebula.io. You have a right not to receive discriminatory treatment by any business when you exercise your CCPA rights.

While we take measures to ensure that those responsible for receiving and responding to your request are informed of your rights and how to help you exercise those rights, when contacting us to exercise your rights, we ask you to please adhere to the following guidelines:

- *Tell Us Which Right You Are Exercising:* Specify which right you want to exercise and the personal information to which your request relates (if not to you). If you are acting on behalf of another consumer, please clearly indicate this fact and your authority to act on such consumer's behalf;
- *Help Us Verify Your Identity:* Provide us enough information to verify your identity. For example, provide us (at a minimum) your full name, address, and phone number. Please note that if we cannot initially verify your identity, we may request additional information to complete the verification process. Any personal information you disclose to us for purposes of verifying your identity will solely be used for the purpose of verification.
- *Direct Our Response Delivery:* Inform us of the delivery mechanism with which you prefer to receive our response. You may specify, for example, email, mail, or through your account (if you have one with us).

Please note that you don't need to create an account with us in order to make a request to exercise your rights hereunder.

(g) How We Respond to Your Requests.

In all cases, we will respond to your request within 45 days. However, where reasonably necessary, we may extend our response time by an additional 45 days, provided we send you notice of such extension first. We will provide the information to you via your preferred delivery mechanism. If the information is provided to you electronically, we will provide you the information in a portable format and, to the extent technically feasible, in a machine readable, readily useable format that allows you to freely transmit this information without hindrance.

Please note that we will not charge you for making a request, provided that you make no more than two (2) requests per year. If you make three (3) or more requests in any given twelve (12) month period, we may refuse to respond to such requests, if determined by us to be unfounded or excessive (e.g. repetitive in nature), or we may charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested. If we refuse to act on the request, we will provide you notice and the reason for our refusal to act.

9. Accountability.

- (a) Questions, Problems and Complaints.** If you have a question about this policy statement, or a complaint about Nebula compliance with this privacy policy, you may contact Nebula by e-mail privacy@nebula.io.
- (b) Terms of Use.** If customer chooses to enter into a purchase order, customer's action is hereby deemed acceptance of Nebula practices described in this policy statement. Any dispute over privacy between customer and Nebula is subject to the provisions of this notice and to Nebula's Terms of Use Agreement.