

PRIVACY AND DATA-HANDLING POLICY

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Purpose

This Privacy and Data-Handling Policy (this “**Policy**”) is provided so that, among other things, you know the policies and procedures of Soap.bx, Inc., a Delaware corporation (the “**Company**,” or “**us**”), regarding (i) our collection, use, and disclosure of information we collect and receive from by visitors to and users of (“**you**” or “**Users**”) our website having the address soap-bx.com (and any other site, mobile application, platform, or other similar Internet based presence or interface now or hereafter owned by us) (collectively, the “**Site**”) the Site and (ii) certain use of the Site. Unless context requires otherwise, capitalized terms used in this Policy have the meanings given to them herein by setting aside such term in parentheses following its definition or meaning.

The provisions set forth in this Policy constitute a binding, legal agreement between you and us. We reserve the right (but disclaim any obligation) to update, add to, delete from, or otherwise amend or modify this Policy at any time without prior notice. Accordingly, it is a condition to using or visiting the Site, to receiving any of our services, and to communicating or providing information to us via the Site that you read all sections of this Policy whether you believe it is of interest to you or not each time you visit or use the Site or request or receive our services. If this Policy is at any time not acceptable to you, your only recourse is to cease forever using the Site; and any subsequent visit will constitute unconditional acceptance of this Policy and all other conditions precedent to the use of the Site. Your accessing or other use of the Site constitutes your promise to us to follow and be bound by this Policy, and constitutes your further agreement and acknowledgment that we are relying and shall rely on such promise and that such reliance is reasonable. We may deny you access to the Site, if in our sole judgment you fail to comply with any term or provision of this Policy. By accessing, visiting or otherwise using the Site, you consent to the terms of this Policy without exception or condition. If we ever change any terms of this Policy (which we may do at any time at our sole and exclusive discretion) they will be posted by means of a revision to this Policy or elsewhere on the Site. Accordingly, you agree to review this Policy each time you access, visit, or otherwise use the Site, and in each instance you agree anew with and consent to all such terms in their entirety.

This Policy applies to all information that you provide to us via the Site (but not to information collected offline). For convenience, this Policy uses certain words or phrases that are given special definitions; such words or phrases are often (but not necessarily, capitalized). This is indicated by putting such word or phrase in quotes (often within parentheses) where it is first defined in various places throughout this Policy or elsewhere on the Site. Among such terms, as used in this Policy, the terms “**using**” and “**processing**” information, and other similar terms, include using cookies (discussed below) on a computer or other device, subjecting the information to statistical or other analysis, and using or handling information in any way, including but not limited to collecting, storing, evaluating, modifying, deleting, using,

combining, disclosing and transferring information internally or with any affiliates we may at any time have.

Information Collection and Use

When you are visiting our Site, you may be required or choose to provide us with Personally Identifiable Information. The term “**Personally Identifiable Information**” (or “**PII**”) means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Personally Identifiable Information that we might collect from time to time includes things like your name, phone number, email address, and your work and residential addresses. Personally Identifiable Information may also include other information you supply to us concerning your preferences and interests expressed in the course of requesting our services or required in connection with making a payment or otherwise communicating with us via the Site.

The Company itself does not currently directly collect credit card or other payment information by means of the Site. Instead, such information will be collected via third-party payment processors (e.g., Amazon Pay, PayPal, Venmo, or FreshBooks), any one or more of which we may from time to time use. Any use of any third-party payment processor which we may at any time and from time to time use (whether such use is apparent or not) will subject you to their privacy policies and we make no endorsement, guarantee, warranty, promise, undertaking or representation of any kind concerning any such third-party payment facilitator we may use. You should review its or their policies separately. If we ever do directly collect payment information from you, this Policy will be modified accordingly.

When you access the Site, the following data may be stored for the purposes of data security, administrative and other purposes: the IP (defined below) address of the device you are using to visit the Site, user settings, date, time, status, data volume transferred and the referrer (that is, the internet URL from which you came to the Site), the user-agent (that is, the product and version information of the browser used), and other similar information. If and as we may collect any such data, it will be for statistical purposes and generally in an anonymized form. We can learn, for instance, on what days and at what times there is particularly strong demand for the Site and what volume of data this produces. The data can also point up possible errors, e.g., defective links or program errors. Our servers may also (i) automatically record information that your mobile phone or tablet device sends or transmits, including, but not limited to, your device ID number, phone number, user settings, location and information about your use of the Site, and (ii) record information derived from such information and other sources.

We may from time to time use various Personally Identifiable Information and other information and data for one or more of several purposes: (i) to administer the Site, to provide our services, and/or to market our services, (ii) to enable you to easily navigate the Site, (iii) to provide, improve and optimize the Site and the provision and/or marketing of our services, (iv) to better understand users’ needs and interests, (v) to personalize your experience with the Site, (vi) to provide you with service announcements, and/or (vii) to provide you with further information and offers from us that we believe you may find useful or interesting.

We may utilize a registration feature by which end users can create accounts. In these cases, we will store the name, e-mail address, user name, password and/or other information required from each User who creates a user account to register for identification purposes. This enables the Company to among other things distinguish among users and contact them and (if ever applicable) enable the display of advertising messages we believe may be of particular interest to Users. Such identification data would remain stored for at least the duration of an end user's registration, and possibly beyond.

We may from time to time choose to share PII or other information with any affiliated strategic partners we may later come to have. If we share information with any such affiliated partners, we anticipate requiring that this information not be shared outside the group of such affiliated partners without our written consent. However, we will not be, and you agree to not hold us, liable or responsible for their compliance with such requirement under any legal, equitable or other theory.

Information Disclosure

We will not rent, sell, or share PII or other personal information about you with nonaffiliated companies other than in connection with the operation of the Site or the provision of our services via the Site, and when we otherwise have your permission. We may also share aggregated information that does not include Personally Identifiable Information with third parties for analysis, demographic profiling and other purposes.

Cookies and IP Addresses

Cookies are unique identifiers, small data files that are transferred to a website user's device to enable a website to recognize your device and to provide certain features to enhance the end-user experience. The help feature on most browsers explains how to prevent the browser from accepting cookies, how to be notified when you receive a new cookie, and/or how to disable cookies. There may also be browser add-ons that allow you to disable or delete similar data. Because cookies allow you to take advantage of some of our features, many recommend that they be left enabled.

Typically, we expect to use cookies and reserve the right from time to time to use "cookies" to collect information, where useful and possible, for two purposes. First, we may use cookies to make the interactions easier and more personalized for you, and we may utilize persistent cookies to save information relating to your activity for future interactions with the Site. Second, we may use cookies to better understand how you interact with the Site and request our services and to monitor aggregate usage by all users and web traffic routing on the Site, and we may from time to time utilize session cookies to enable certain features. Unlike persistent cookies, session cookies are deleted from your computer when you log off from the Site and close your browser. Although at the date this Policy is first published we are not doing so, if we ever do permit it, third parties may also place or read cookies on your browser. At any time, you can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. Please understand that if you do not accept cookies at a time when we are using them, you may not be able to use all portions or all functionality of the Site.

Your internet protocol (“**IP**”) address is a computer-specific address that is generally associated with the computer which you use to enter the Internet and by which you visit the Site and other websites. The server that hosts the Site may record the referrer that linked you to us, the specific pages on the Site that you visit, any website to which you go after visiting the Site, any advertisements you may observe or click on and visit, and other information about your Internet browser, computer, software platform and other software and settings information, any search terms entered by users of the Site or referrer; and other user activity and data. Your IP address may be used to diagnose problems with our servers, gather demographic information, and administer the Site. The Company may also link this information with your Personally Identifiable Information if necessary to enforce compliance with this Policy or to protect the Site or other user or the public at large.

Data Security

We use a third-party Site host and email server/processor (as of the date this Policy is first published, we are using Amazon Registrar, Inc., though, as between you and us, we may change that from time to time and at any time without notice, in our sole discretion). While no data security practice or procedure can be 100% foolproof, it is our understanding that they have instituted various procedures which we believe (but do not and cannot guarantee, represent or warrant) are appropriate and customary under current standards in order to secure PII and other personal information that may be collected on the Site and to prevent unauthorized access to such information and maintain data accuracy and ensure that any information collected is treated properly. We believe (but do not and cannot guarantee, represent or warrant) that they employ administrative, physical and electronic measures designed to safeguard and protect your information from unauthorized access and disclosure. As the same is made known to us, we will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored PII or other personal information (as defined or described, by whatever term, by applicable law governing security breach notification) to you via email or conspicuous posting on this Site as expeditiously as practicable in our good faith discretion pursuant to any incident response policy or practice we may then have in effect.

Law Enforcement

If the Company is ever required to cooperate with law enforcement or other government officials or private parties to enforce and comply with the law, we will disclose any and all information that is so required or that we otherwise believe, in our sole discretion, to be appropriate or necessary to respond to claims, legal process or disputes (including but not limited to subpoenas, other court orders and pleadings in litigation), to protect the property and rights of the Company or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, any illegal, unethical or legally actionable activity.

Links to Other Sites

Our Site may from time to time contain links to external services or websites of various payment processors, strategic partners, joint venturers, affiliates, advertisers or other third parties for information or functionality or services or other reasons. If you choose to follow such link or

otherwise visit such other website or use such other services, or select a button, service, banner ad, or other type of advertisement on our Site (if any), or click any other third-party link, you will be directed to that third party's resources. The fact that we may link to a third party's services, functionality or website, or present a banner ad or other type of advertisement, is not an endorsement, authorization or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over third-party services, functionality, websites or other resources. These other parties may place their own cookies or other files on your computer or device, collect data or solicit PII or other personal information from you. Other services may or may not follow other, different or additional practices regarding the use or disclosure of PII or other personal information you submit to them. This Policy only applies to our Site and we are not responsible for the privacy practices or the content of other websites. You should check the privacy policies of those sites before providing PII or other personal information to them.

Service Providers

We may from time to time employ or partner with third parties to process payments, facilitate our Site-delivered services, provide Site-related support (such as maintenance, database management, web analytics and improvement of Site features and functionality) or to assist us in analyzing how our Site is used. Any such third parties would have access to your Personally Identifiable Information collected on our Site only to perform these tasks on our behalf. We may also provide Personally Identifiable Information to any business partners or other affiliates we may from time to time have for the purpose of providing you with information we believe may be of interest to you.

Business Combinations

In connection with a merger, acquisition, reorganization, sale of assets, change in business form, or other business combination or restructuring to which we or our business assets are party, or in the event of bankruptcy, or any other extraordinary business transaction (each, an "**Extraordinary Transaction**"), we may sell, transfer or otherwise share some or all of our business assets, including your Personally Identifiable Information. The Company reserves the right at any time and from time to time to engage in any such Extraordinary Transaction. If as a result of any one or more Extraordinary Transactions, from time to time and at any time, one or more successor entity(ies) or other person(s) succeed(s) to our rights or interests, your obligations under this Policy will inure to the benefit of each and every such successor person.

Children's Information

The Site and our services are not directed to children. Users of the Site should be eighteen years of age or older. We do not knowingly collect PII from children. If a parent or guardian becomes aware that his or her child has provided us with Personally Identifiable Information without their consent, please contact us. If we become aware that a member is under the age of eighteen and has provided us with PII without verifiable parental consent, we will endeavor to delete such information from our records except to the extent we believe we may be required by law to maintain a record thereof.

International Use

By their nature, websites and similar applications may be accessible in countries outside the United States. The Site and our services are directed only to persons in the United States who meet the above age requirement. We make no representation that materials on this Site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative, are responsible for compliance with local laws, and are doing so without our consent. Any offer for any product, service, and/or information made in connection with this site is void where prohibited. Your information may be transferred to and maintained on computers located outside of your or our state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your or our jurisdiction. If you are located outside the United States and choose to provide information to us, your Personally Identifiable Information may be transferred to the United States and processed there. Your submission of such information represents your agreement to that transfer. However, notwithstanding anything herein to the contrary, we are not marketing to, directing our Site or services to, or soliciting anyone in any jurisdiction outside the United States.

Changes to This Policy

The Company reserves the right, in its sole discretion, to modify, discontinue, or terminate the Site or our services or to modify this Policy at any time and from time to time without your consent or prior notice to you. If we do modify this Policy, your notification thereof shall be in the form of either a posting on the Site, by providing you with notice of the modification by email, or by a simple change on the Site, unless otherwise required by law. You are reminded that your use of the Site constitutes an agreement and promise by you to read this Policy each time you visit or use it. If required by law, we will also indicate when such terms are effective by posting the date last updated. By continuing to access or use the Site after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by this Policy as so modified. If this Policy as so modified is not acceptable to you, your only recourse is to cease using the Site.

Miscellaneous

The headings used in this Policy are for convenience of reference only and are not substantive terms hereof. Although your agreement to and compliance with this Policy are conditions precedent to any license we may grant to you (to use our services or products or anything else) and to your use of the Site and any other benefit we may provide you, you agree that this Policy represents the entire understanding between you and us concerning it express subject matter, and does not affect any terms of any other agreement between you and us concerning any other subject matter (other than to the extent of any such condition precedent). If any provision of this Policy is deemed unenforceable, the other provisions will remain effective to the greatest extent permissible. This Policy shall be governed by Delaware law, without regard to its conflicts-of-laws provisions. Any dispute regarding this Policy between you and us will be resolved solely and exclusively by the same process, and according to the same terms and conditions, provided

in our Terms of Use for resolving disputes under the heading in the Terms of Use that is entitled, *Dispute Resolution; WAIVER OF JURY TRIAL.*

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