

PRIVACY AND USE POLICY

This privacy and use policy (this "Privacy and Use Policy") governs your use of our Platform provided at go.weareimago.com and through our "We Are Imago" mobile applications downloadable from iTunes and the Google Play Store (collectively the "Platform") that was created by Shoulet Blunt, LLC, a California limited liability company, dba Career Pillar, dba Imago (collectively "we," "us," and/or "our").

By using our Platform, you are agreeing to these terms. Please read them carefully.

Sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Platform, and those additional terms become part of your agreement with us if you use that Platform.

Using our Platform

You must follow any policies made available to you within the Platform.

Do not misuse our Platform. For example, do not interfere with our Platform or try to access it using a method other than the interface and the instructions that we provide. You may use our Platform only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Platform to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Platform does not give you ownership of any intellectual property rights in our Platform or the content you access. You may not use content from our Platform unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Platform. Do not remove, obscure, or alter any legal notices displayed in or along with our Platform.

Our Platform is available on mobile devices. Do not use the Platform in a way that distracts you and prevents you from obeying traffic or safety laws.

Your Personal Account

You will need a personal account ("Account") in order to use the basic features of the Platform. Accounts are created in the following ways:

- An individual who has been provided with an access code by an organization they are affiliated with can create their evergreen account using the access code during the sign up process.
- An organization licensing access to the Platform may create Accounts using functionality provided by the Platform and information their users have provided them.

- We may create Accounts using functionality provided by the Platform.

To protect your Account, keep your password confidential. You are responsible for the activity that happens on or through your Account. Try not to reuse your Account password on third-party applications.

Privacy

This Privacy and Use Policy explains how we treat your personal data and protect your privacy when you use our Platform. By using our Platform, you agree that we can use such data in accordance with our Privacy and Use Policy.

User Provided Information

We obtain information you provide when you create your Account on the Platform. When you or your affiliated organization create an Account and use the Platform, you generally provide user-provided information, including but not limited to: (a) your name, email address, age, username, password and other registration information; (b) transaction-related information, such as when you respond to any offers or download or use Platforms from us; (c) information you provide us when you contact us for help; (d) information you enter into our system when using the Platform, such as contact information, educational status, work history, and other personal information needed for optimized use of the Platform (“User Provided Information”).

We may use the User Provided Information to contact you from time-to-time to provide you important information and required notices, including automated Platform generated notices, which can be turned on and off in the Account settings.

Automatically Collected Information

We may also collect certain information about you automatically, including, but not limited to, the type of mobile device you use, your mobile device’s unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers you use, current location and information about the way you use the Platform (“Automatically Collected Information”).

Do you collect real-time location information of my device?

When you visit the mobile Platform, we may use GPS technology (or other similar technology) to determine the city you are located within and display a location map with relevant system content, primarily displaying work-based experience opportunities. We will not share your current location with other users or partners.

If you do not want the Platform to use your real-time location for the purposes set forth above, you can turn off the location services in the application settings on your mobile device.

Do third parties see and/or have access to my information maintained in the Platform?

Yes, but only in the limited ways described in this Privacy and Use Policy.

We may disclose User Provided Information and Automatically Collected Information:

- as required by law, such as to comply with a subpoena, or similar legal process;
- 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;
- with our trusted service providers who work on our behalf and who have agreed to adhere to the rules set forth in this Privacy and Use Policy.
- if we are involved in a merger, acquisition, or sale of all or a portion of our assets, in which case you will be notified via email and/or a prominent notice on our website of any such change in ownership involving the use of this information, as well as any choices you may have regarding the use of this information.

What are my opt-out rights?

You can easily stop all collection of information by the Platform by ceasing use of the Platform at go.weareimago.com and uninstalling the Platform from your mobile device. You can uninstall the Platform by using the standard uninstall processes of your mobile device(s). You can also uninstall the Platform from your mobile device via the mobile marketplace you downloaded it from.

Data Retention Policy, Managing Your Information

We will retain User Provided Information for as long as you use the Platform and for a reasonable time thereafter. We will retain Automatically Collected Information for up to 36 months in its non-aggregated state, and thereafter may store it in an aggregated state indefinitely. If you'd like us to delete your User Provided Information, please contact us at support@weareimago.com. We will respond to your request in a reasonable time. Please note that, if you plan to continue using the Platform, some or all your User Provided Information may be required for the Platform to function properly.

Children's Information and COPPA Compliance

We comply with the Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6505; 15 C.F.R. Part 312; as currently in effect and as may be amended), which provides additional privacy protections to children under the age of 13. For more information about COPPA and general tips about protecting children's online privacy, we recommend parents visit [the FTC's website devoted to protecting children's privacy online](#).

We are committed to protecting the privacy of children who use the Platform. Some of the features of our Platform are age-restricted so that children are not able to use or access those features, and we do not knowingly collect personal information from children relating to those features.

Consistent with the requirements of COPPA, when we know the Platform is going to be used by children, or in any instance where we ask for age and determine the user is age 12 or under, we will ask for a parent or guardian email address before we collect any personal information from the child. In such cases, we will provide notice and, where appropriate, obtain consent, for children age 12 or under who use the Platform.

For school-based activities, COPPA allows teachers and school administrators to act on behalf of parents to provide consent for the collection of personal information from children. Schools should always notify parents about these activities.

If you believe your child has provided us information for non-school-based activities, and you or another parent or guardian has not received an email from us providing notice or seeking consent, you may request that your child's information be deleted from our records by emailing support@weareimago.com. Upon receipt of your request, we will delete the information within a reasonable time.

In the event we discover we have collected information from a child in a manner inconsistent with COPPA's requirements, we will either delete the information or immediately seek the parent's consent for that collection.

FERPA and SOPIPA Compliance

We make every effort to ensure consistency with the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 C.F.R. Part 99; as currently in effect and as may be amended), which protects the privacy of student records. We also comply with California's Student Online Personal Information Protection Act (SOPIPA) (Cal. Bus & Prof. Code § 22584 *et seq.*, as currently in effect and as may be amended), which protects the personally identifiable information of K-12 students.

Security

We are concerned about safeguarding the confidentiality of your User Provided Information. We have established physical, electronic, and procedural safeguards to protect information in our possession. We limit access to user information to only authorized employees and contractors who need to use that information to operate, develop, or improve the Platform. Please be aware that, although we endeavor to safeguard the information we possess, no security system can prevent all potential security breaches.

Your Consent

By using the Platform, you consent to our possession of your information as set forth in this Privacy and Use Policy, as currently in effect and as may be amended. As used in this policy, the words “possess,” “possession,” “possessing,” or any other form of those words, includes “processing,” which means using cookies on a computer/hand held device, or other technology, or using or touching information in any way, including, but not limited to, collecting, storing, deleting, using, combining and/or disclosing information, all of which activities will take place in the United States. If you reside outside the United States, your information may be transferred, processed, and stored outside of the United States under United States privacy standards.

Additionally, your consent is recorded in the Platform when you click the box indicating you have read the terms of this Privacy and Use Policy and agree to them. You will be presented with a confirmation popup in the Platform the next time you log in if you have not yet agreed to the terms.

Modifying and Terminating our Platform

We are constantly changing and improving our Platform. We may add or remove functionalities or features, and we may suspend or stop a Platform altogether.

You can stop using our Platform at any time. We may also stop providing the Platform to you, or add or create new limits to our Platform at any time.

We do not own your data and preserving your access to such data is important. If we discontinue the Platform, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of the Platform.

Our Warranties and Disclaimers

We provide our Platform using a commercially reasonable level of skill and care and we hope that you will enjoy using it. But, there are certain things that we do not promise about our Platform.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, WE DO NOT MAKE ANY SPECIFIC PROMISES ABOUT THE PLATFORM. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE PLATFORM, THE SPECIFIC FUNCTIONS OF THE PLATFORM, OR ITS RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE PLATFORM “AS IS”.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE AND DISCLAIM ALL WARRANTIES.

Liability for our Services

WHEN PERMITTED BY LAW, WE WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE PLATFORM (OR, IF WE CHOOSE, TO SUPPLYING YOU THE PLATFORM AGAIN).

IN ALL CASES, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

About these Terms

This Privacy and Use Policy may be updated from time to time for any reason. We will notify you of any changes to our Privacy and Use Policy by posting the new Privacy and Use Policy on our website and/or the Platform, and by informing you via email or text message, if possible. Consult our website and/or the Platform regularly for changes to this Privacy and Use Policy. We will deem your continued use of the Platform as your approval of all changes to this Privacy and Use Policy.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between you and us. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we do not take action right away, this does not mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Platform. All claims arising out of or relating to these terms or the Platform will be litigated exclusively in the federal or state courts of Fresno County, California, USA, and you and we consent to personal jurisdiction in those courts.

Contact Us

If you have any questions regarding privacy while using the Platform or about our practices, please contact us via email at support@weareimago.com.