

## **TRILLER PRIVACY POLICY**

Last Updated: February 21, 2020

Welcome to Triller, a web-based hosting, communications, and content creation/sharing platform owned and operated by Triller, Inc., whose address is at 2121 Avenue of the Stars Suite 2350, Los Angeles, California 90067 (“**Company**”, “**we**”, “**us**”, or “**our**”). Your privacy is very important to us, and in order to best protect your information, we have adopted this privacy policy (“**Privacy Policy**”), which describes the types of information we collect from registered or unregistered end users (each, a “**User**”, “**you**” or “**your**”) of the Triller website, <https://www.triller.co/> (the “**Site**”), and/or the Triller mobile application (the “**App**”, and collectively with the Site and all services provided therein, the “**Platform**”), how such information is used, processed and in certain cases disclosed by us, and your rights and choices regarding the information you provide to us. Please read this Privacy Policy carefully prior to your use of, or creation of a registered User account (an “**Account**”) on, the Platform. If you do not agree to abide by this Privacy Policy, please do not use our Platform or create an Account.

By accessing and using the Platform and/or creating an Account, you are deemed to have read, accepted, executed and be bound by this Privacy Policy, including, without limitation, the information collection, use and disclosure practices described herein. This Privacy Policy is governed by the Platform Terms of Service available at <https://www.triller.co/terms>, which includes all disclaimers of warranties and limitations of liabilities. Capitalized terms that are used but not defined in this Privacy Policy have the respective meanings assigned to such terms in the Terms of Service.

### **1. Information We Collect and Receive**

In order for us to (i) provide you with the services and functionalities offered via the Platform, (ii) engage in troubleshooting activities, and (iii) improve upon the Platform’s performance, safety and security, we may collect and process some or all of the following types of information about you:

- **Personal Information.** Information that could be directly associated with you, or used to contact or identify you, without the aid of additional information, including, without limitation, information you provide us when you create an Account such as your name, age, date of birth, gender, address, email address, social media login details, telephone number, photograph, and username/password, as well as certain User Content you upload to, or post on, the Platform, including, without limitation, UGC (“**Personal Information**”). As stated in our Terms of Service, while we do not actively monitor the interactions between Users of the Platform and are under no obligation to do so, we may in certain cases collect information related to your interactions with other Users of the Platform, including, without limitation, comments you make, and other User Content that that you upload to, or post on, the Platform that becomes publicly available to other Users.
- **Usage Information.** Information that is not Personal Information, but that relates to your usage of the Platform or that is necessary for the proper functioning or improvement of the Platform, including: (i) times and dates and the extent of your usage of the Platform; (ii) time zone, language, screen resolution, and other usage preferences you select when using the Platform; (iii) device keyboard settings; (iv) the User Accounts and/or User Content you view, like, comment on, share, follow, message, add memes to, and otherwise interact with, as well as the foregoing that other Users do with respect to your Account and/or User Content; (v) usage history such as areas and pages within the Platform that you access or use and/or which buttons in the Platform you click on; (vi) search terms you type in on the Platform; (vii) the URL or advertisement that may have referred you to the Platform; (viii) the search terms you entered into a search engine or app store that may have led you to the Platform; (viii) the mobile platform or service provider you use, and (ix) other device and Platform access information such as your browser

type, operating system, IP address, referring/exit pages, and other unique device identifiers, as well as your push notification token.

- **Information via Facebook, Instagram or Twitter Connect.** You have the option to use your Facebook, Instagram, or Twitter account, or your account with any other social media platform with which we partner for cross-platform account synchronization from time-to-time (each, an “**SM Login Channel**”) to set up a Platform Account, rather than signing up for an Account directly via the Platform. Each SM Login Channel allows you to register for an Account and then login to the Platform very easily and quickly by synchronizing the information of your SM Login Channel user account profile and the information required by Company when creating your Account. If you click on the button and log in to your SM Login Channel user account, your SM Login Channel user account and the Platform service are linked. Each SM Login Channel then transmits your public user account profile and your friends list to Company. For more information on this data transmission, please see the Facebook, Instagram and Twitter privacy policy, as applicable.
- **Behavioral Information.** Your contact or subscriber information, which we link with your activity on the Platform across all your devices using your email or social media log-in details, as well as engagement scores (“likes”, comments, repeated views), related Users based on your Platform behavior, and opt-ins and communication preferences.
- **Location Data.** Information about your location when accessing and/or using the Platform, if you chose to opt-in. With your permission, we may collect Global Positioning System (GPS) data and mobile device location information. If you do not wish to share your precise location with us, you can switch off location services via the settings on your mobile device. You can also tag your location in connection with certain UGC that you create via the Platform. If you do not want to share your location with others, do not tag your location in any UGC.
- **Metadata.** When you upload User Content, you automatically upload certain metadata that is connected to the User Content. Metadata describes other data and provides information about your User Content that will not always be evident to the applicable viewer. In connection with your User Content, the metadata can describe how, when and by whom the piece of User Content was collected and how that User Content is formatted. It further includes certain Personal Information, such as your account name, that enables other Users to trace back the User Content to your Account. Metadata will further consist of additional Personal Information that you chose to provide (*e.g.*, any hashtags used to mark keywords to the User Content).
- **Third Party Information.** Information about you that we may receive from third parties. For example, we may supplement certain information that we collect from you with outside records, or third parties may provide us with information about you in connection with a co-marketing agreement.
- **Device Address Book.** To allow you to connect and communicate with friends, with your permission under Account settings, we may collect information from your device’s address book.
- **Messages.** As stated in our Terms of Service, we outsource all messaging functionality on the Platform is managed by a third party service provider (*e.g.*, Quickblocks). We may, but are not obligated to, collect and process (which includes scanning and analyzing) information you provide, including any Personal Information, in the context of composing, sending, or receiving messages to other Users (that means the content as well as information about when the message has been sent, received and/or read and the participants of the communication) through our Service’s messaging functionality. We do this to prevent potential crimes. Please be aware that messages sent to other users of our Service will be accessible by

those other users and that we are not responsible for the manner in which those users use or disclose messages.

- **Customer Support.** We collect information that you provide to us, including any Personal Information, when you contact us for customer-support purposes.

While certain types of information described above, such as Usage Information and Third-Party Information, are generally non-identifying on a standalone basis, we may in certain instances combine this information with other information collected on the Platform, as described above. If we ever combine non-identifying information with Personal Information or other information that enables you to be identified, we will treat such combined information as Personal Information. We do not currently use your Personal Information for automated decision making which produces legal effects concerning you or similarly significantly affects you.

## 2. European Union Users

European Union data protection law requires a “lawful basis” for collecting and retaining Personal Information from citizens or residents of the European Economic Areas (“EEA”). Our lawful basis for collecting such information about you is permitted under *Article 6, Sections 1(a), 1(b), 1(c) and 1(f)* of the EU general data protection regulation 2016/679 (“GDPR”), which are summarized below.

- **Consent:** In certain cases, you have affirmatively provided us with your consent to collect your Personal Information for a specific purpose, such as providing your email address when you create your Account, or making certain User Content publicly available on the Platform.
- **Contract:** We may need your Personal Information to comply with our contractual obligation to deliver the Platform, such as fulfilling any future subscription based, or other transactional, services.
- **Legal Obligations:** Sometimes the law requires us to collect and use your Personal Information, such as applicable tax laws that may require us to retain records of payments made through the Platforms.
- **Legitimate Interests:** This is a technical term that means we have a good and fair reason to use your Personal Information and we do so in ways which do not harm your interests and rights, such as to pursue our legitimate interests in a way that might reasonably be expected as part of running our business and that does not materially impact your rights, freedom, or interests. For example, we (i) use identity, device, and location information to prevent abuse of the Platform by Users and to keep the Platform secure, (ii) may also send you promotional communications about our Platform and services subject to your right to opt-out, and (iii) analyze how Users interact with our Platform or other Users (although we are not obligated to do so) so we can understand better what elements do or do not work well, what services/functionalities may be necessary or desirable to provide you with the best User experience on the Platform, and to ensure the safety and security of the Platform, which allows us to improve and develop the quality of the online experience we offer all our Users.

## 3. Privacy by Third-Party Platform Feature

### ***Social Media Plug-ins***

We use the following social media plug-ins: Facebook, WhatsApp, Instagram, Twitter, YouTube, and may in the future use others. This allows you to communicate with such service and “like” or “comment” on the Platform. The social media plug-in enables a direct communication between your end user device and the servers of the social media provider, allowing the social media provider to communicate with you and collect information about you browsing our Platform. This processing is based on *Article 6, Section 1(f)* of the GDPR and represents our legitimate interest to improve your Platform User experience and to optimize those services and functionalities offered via the Platform.

When you use a social media plug-in, transfer of your Personal Information may take place whether you have a registered user account with the applicable social media provider or not. Please note that we are not responsible for the content and the data collection on respective third-party websites or apps and that we neither control the extent of Personal Information collected by the respective plug-in provider nor do we know the purpose for processing or the period your Personal Information will be retained. For further information as to how and for what purpose the social network provider processes your data, please see the relevant privacy policies of these social network providers, and their notification when you connect to the social network in question. We recommend that you check and review the relevant privacy policies of any additional social network providers that we may add plug-ins for in the future.

Facebook Inc., 1601 S. California Ave, Palo Alto, CA 94304, USA  
<https://www.facebook.com/policy.php>

Instagram, Inc., 1601 Willow Road, Menlo, CA 94025, USA  
<https://help.instagram.com/155833707900388>

Twitter Inc., 795 Folsom St., Suite 600, San Francisco, CA 94107, USA  
<https://twitter.com/privacy>

YouTube LLC, 901 Cherry Avenue, San Bruno, CA 94066, USA  
<https://policies.google.com/privacy?hl=en>

### ***Apple Music and Spotify Plug-ins***

We use the following sound recording API plug-ins: Apple Music, Spotify, and may in the future use others. This allows you to communicate with such services to access your music library while creating User Content on the Platform, provided that you have an active subscription with such services. In connection with your use of this functionality on the Platform, upon establishing a link to your Apple Music or Spotify account, we may receive information from such services, as applicable, including how you use such services. We recommend that you check and review the relevant privacy policies of Apple Music, Spotify, and any additional music services that we may add plug-ins for in the future.

Apple Inc., One Apple Park Way, Cupertino, California, USA, 95014  
<https://www.apple.com/legal/privacy/en-ww/>

Spotify USA Inc., 150 Greenwich Street, Floor 62, New York, NY 10007  
<https://www.spotify.com/us/legal/privacy-policy/>

### ***Augmented Reality Functionality***

To provide our Users with augmented reality functionality, which enable Users transform their appearance, or the appearance of certain objects, in User Content, we use object recognition software developed by Apple, Inc. known as “ARKit”. Object recognition is an algorithm designed to help a computer generally understand what objects are in an image. In this case, for example, it lets us know that a nose is a nose or an eye is an eye. Object recognition software, however, is different than facial recognition software, and while the underlying technology of ARKit can determine what is or isn’t a face, the technology does not recognize specific faces or the identity of specific individuals.

We may also use information from a technology developed by Apple Inc. known as TrueDepth camera to enhance our User’s experience and improve the quality of these augmented reality functionalities.

We currently do not store, or share with third parties, any object recognition information generated from your use of ARKit or TrueDepth on our Platform.

#### **4. Use of Information We Collect**

We may use the information we collect about/from you to:

- Identify you and potentially improve and/or customize the Platform
- Send you administrative notices or Account notifications
- Send you requested service and other Platform information
- Address inquiries and respond to customer service requests, questions and comments
- Administer your Account and manage your Account profile information
- Send you newsletters and mail (including email)
- Contact you with offers, promotions and other product specials
- Send you SMS messages (subject to certain opt-ins described herein)
- Send you more relevant marketing communications and general Platform information/updates
- Create a more personalized User experience and customize certain content you see on the Platform
- Identify trends, conduct data analysis and determine the effectiveness of our marketing and promotions and other service offerings
- Improve your User experience and increase the efficiency and effectiveness of the Platform service and functionality offerings
- Maintain security
- Enforce our Terms of Service and applicable law
- Analyze Platform usage and other trend data
- Solicit feedback, reviews, and other information regarding your experience with the Platform, including, without limitation, with respect to certain features and functionalities that you would like to see on the Platform, or that we have recently rolled out onto the Platform
- Test new features, service offerings and functionalities on the Platform
- To connect to certain SM Channels and other third-party services that integrate with the Platform
- Other purposes that we believe are necessary to protect our rights and the rights of others, or as otherwise described to you at the time of collection

We may also use certain collected information on an aggregated and/or anonymized basis in order to conduct market research, engage in project planning, for troubleshooting purposes, to help detect and protect against error, fraud or other criminal activity.

#### **5. Email Notifications and Opt-Out**

We maintain a strict “no-spam” policy. Unless you requested otherwise in your account settings at the time of your initial registration or specifically opt-out as provided herein, by accepting the Terms of Service and this Privacy Policy, you expressly agree that we may use your information to contact you by email in order to deliver you information that is relevant to your use of the Platform such as administrative notices, product/service enhancements or “newsletters”, or that, in some cases, is targeted to your interests, such as information about User Content or service/functionalities offerings that we believe you may be interested in learning more about. You may choose to stop receiving these email communications from us by following the instructions included in such communications or by contacting us at [legal@triller.co](mailto:legal@triller.co). If a third party vendor provides such newsletters, you may unsubscribe in accordance with the instructions provided by such third party. If you are having problems unsubscribing please contact us at [legal@triller.co](mailto:legal@triller.co) (forwarding the newsletter, if applicable, and including in the Subject line the word “Unsubscribe”), and you will be removed within seven (7) business days. Please note that we will not process any unsubscribe requests submitted as direct replies to any newsletter.

## **6. Sharing Your Information**

### ***Information that May be Publicly Accessible***

As described in more detail in [Sections 5](#) and [6](#) of the Terms of Service, certain Personal Information that you upload to the Platform (such as certain Account profile information), certain User Content (such as UGC you upload to and make public on the Platform, or comments that you post to the Platform), and certain Platform usage information (such as User Content you “like”), will automatically, or upon your selection, be made publicly available to other Users on the Platform. You acknowledge and agree that certain Account information (such as your Account profile name, picture, and/or User Content, etc.) that you provide in connection with (i) the registration of your Account and (ii) your general use of the Platform, such as uploading User Content, will be publicly viewable by all Users of the Platform. We are not responsible for the privacy practices of the other Users who will view and use this information, so you should carefully consider whether to upload any User Content on the Platform or how you identify yourself on the Platform. You should not disclose your home address or the address of your place of business, or other locations you frequent on a regular basis in any User Content.

### ***Location Information***

You may share your location information with other Users by tagging your UGC with your location information. We do not share your location with other Users, aside from the location information that you choose to tag.

### ***Information We May Share with Third Parties***

We may share aggregated usage information and may otherwise disclose non-Personal Information that we collect to third parties. However, absent your prior consent, we will share your Personal Information with third parties only in the ways that are described in this Privacy Policy, including as set forth below, and we do not otherwise sell your Personal Information to third parties.

- We may use third parties to outsource one or more aspects of our business and/or Platform operations (including, but not limited to, email or customer service functions, data processing, web analytics, maintenance, online advertising, certain augmented reality functionalities, certain social media plug-in integrations, and security execution and clearing services), in which case, we may provide your Personal Information to such third parties in connection with the performance of such activities. Such third parties will only use your Personal Information to the extent necessary to perform their functions and will be contractually bound to process your Personal Information only on our behalf and in compliance with our requests.

- We also work with (or may in the future work with) network advertisers, ad agencies, analytics service providers, and other vendors to provide them with information regarding traffic on the Platform, including pages viewed, content interacted with, and actions taken by Users when visiting the Platform; to serve advertisements on other web sites, within mobile apps and elsewhere online; and to provide us with information regarding the use of the Platform and the effectiveness of our advertisements and other marketing campaigns. Our service providers may collect certain information about your visits to, and activity on, the Platform as well as other websites or services, they may set and access their own tracking technologies on your device (including Cookies and Web Beacons), and they may use that information to show you targeted advertisements. Some of these parties may collect Personal Information when you visit the Platform or other online websites and services. We may also share certain non-Personal Information with these parties, in connection with the services they provide to us.
- In the event that we undergo re-organization, are sold to or merged with a third party, or sell all or substantially all of our assets, any Personal Information we hold about you may be transferred to that re-organized entity or third party in compliance with applicable law.
- In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your Personal Information is treated, transferred, or used.
- We will also share your information with any member, subsidiary, parent or affiliate of our corporate group, only for the purposes set out above, to assist in the improvement and optimization of the Platform, in order to prevent illegal uses, increase user numbers, development, engineering and analysis of information or for our internal business purposes.
- In addition to the foregoing, we also reserve the right, and you hereby authorize us, to share or disclose (including, without limitation, to law enforcement agencies, public authorities, governmental departments, or other similar organizations) information we collect, including your Personal Information, and any other information, records or electronic communications of any kind, when we determine (in our sole discretion), that the disclosure of such information is necessary to identify, contact, or bring legal action against you if:
  - you are or may be violating the Terms of Service or this Privacy Policy, or if otherwise necessary to enforce our Terms of Service or other policies governing the Platform;
  - you are interfering with our or any third party's rights or property;
  - you are violating any applicable law, rule or regulation;
  - necessary or required by any applicable law, rule or regulation, including a subpoena or similar legal process or request/order;
  - necessary or required for purposes of public importance, to protect our rights, protect your safety or the safety of others, investigate security, technical issues or fraud, or respond to a government request; and/or
  - requested by governmental authorities in the event of any investigation, act of terrorism or instance of local, regional or national emergency;
  - necessary to support any audit, or to comply with similar corporate governance functions; or
  - consented to by you.

## ***Social Networking***

As described above, the Platform allows you to create an Account via certain SM Login Channels. By using this functionality, you give us permission to access all of the elements of your SM Login Channel account profile information that you have made available to be shared and to use it in accordance with the applicable SM Login Channel's terms of use and this Privacy Policy. Please refer to the privacy settings in your SM Login Channel for information about what data is shared with us and other connected applications and to manage the data that is shared through your SM Login Channel account, including information about your activities using our Platform.

Company does not retain your username or password for SM Login Channels for any longer than is necessary to complete an interaction. If you would like to disconnect an SM Login Channel user account from the Platform, refer to the settings of that social media account and its provider.

## ***Music Service Plug-ins***

As described above, the Platform allows you to access certain of your music subscription libraries via certain music services (e.g., Apple Music, Spotify). By using this functionality, you give us permission to access all of the elements of your music service account profile information that you have made available to be shared and to use it in accordance with the applicable music service terms of use and this Privacy Policy. Please refer to the privacy settings in your music service account for information about what data is shared with us and other connected applications and to manage the data that is shared through your music service account, including information about your activities using our Platform.

Company does not retain your username or password for your music services for any longer than is necessary to complete an interaction. If you would like to disconnect a music service user account from the Platform, refer to the settings of that music service account and its provider.

## **7. Storage and Transfer of Information**

- Information collected by us may be stored and processed in the United States or any other country in which we or our agents maintain facilities. By using the Platform, you expressly consent to any such transfer and storage of information outside of your country of residence, where data protection laws may be different and/or less stringent. However, we will endeavor to take reasonable measures to keep up an adequate level of data protection also when sharing your Personal Information with such countries.
- We make no representation or warranty with respect to any duty to permanently store any information you may provide or that we otherwise collect about you. We strive to keep our processing activities with respect to your Personal Information as limited as possible. In the absence of specific retention periods set out in this Privacy Policy, we will retain the information we collect from or about you only as long as necessary to provide you with the Platform or our services, which includes for the duration of, but could extend beyond, your active participation on the Platform, or as otherwise set forth in this Privacy Policy, and to the extent set out in this Privacy Policy and as necessary to comply with our legal and/or statutory obligations, resolve disputes, enforce our agreements, and protect our legal rights. Additionally, we may retain indefinitely any aggregated, anonymized, or pseudonymized information which we may collect and maintain, and may from time to time transfer or merge your information collected off-line to our online databases or store off-line information in an electronic format. By using the Platform and providing us with information (including Personal Information), you waive any claims that may arise under your own or any other local or national laws, rules or regulations or international treaties. We may from time to time transfer or merge your information collected off-line to our online databases or store

off-line information in an electronic format. This Privacy Policy applies to your information for as long as your information is in our possession, even if you terminate or discontinue your use of the Platform.

- With respect to any Personal Information that may be originally collected and stored in the EEA, if and when we transfer your Personal Information to countries outside the EEA, we will do so under the Commission's model contracts for the transfer of Personal Information to third countries (*i.e.*, standard contractual clauses) pursuant to 2004/915/EC or 2010/87/EU (as appropriate). For a copy of these Standard Contractual Clauses, please contact us at [legal@triller.co](mailto:legal@triller.co).

## 8. Cookies and Other Tracking Technologies

We may use cookies, for example, to keep track of your preferences and Account profile information, or to engage in certain retargeting activities that we feel will better enhance your User experience and the efficiency and effectiveness of the Platform and certain services and functionalities offered thereon. Cookies are also used to collect general usage and volume statistical information that does not include Personal Information. We may also use another company or third-party service to place cookies on your computer to collect non-personally identifiable information to compile aggregated statistics for us about Users of the Platform.

Cookies are small pieces of information that are stored as text files by your Internet browser on your computer's hard drive. Most Internet browsers are initially set to accept cookies. You can set your browser to refuse cookies from websites or to remove cookies from your hard drive, but if you do so, you may not be able to access or use portions of the Platform, or certain offerings on the Platform may not function as intended or as well. Also, some browsers have "do not track" features that allow you to tell a website not to track you. These features are not all uniform. If you block cookies, certain features on the Platform may not work. If you block or reject cookies, not all of the tracking described herein will stop. Please note that certain options you select are browser- and device-specific.

A more detailed list of the cookies we currently, or in the future may, use and how we use, or may use, them are as follows:

- **Security:** We secure the Platform with cookies that facilitate security features and allow us to detect activity that might violate our rules and Terms of Service, such as unauthorized access or activity.
- **Localization:** We use some cookies to help us provide localized experiences, such as displaying the Platform in the local language.
- **Platform Features and Services:** We use certain cookies to provide greater functionality to the Platform and help us deliver our products and services.
- **Performance:** We use performance cookies to help us route traffic between servers and understand how the Platform is performing so we can provide users with the best experience possible.
- **Analytics and Research:** We use certain cookies and other technologies also help us to understand, improve, and research features and content on the Platform.
- **Marketing and Online Behavioral Advertising:** We may use cookies to help us deliver targeted advertisements through web browsers and on social media platforms based on your activity on the Platform and to track the performance of those ads. In some cases, our partners may also use cookies to provide us with information about your interactions with their services, as applicable. Those third-party cookies would be subject to such third-party service's privacy policies. The Self-Regulatory Program for Online Behavioral Advertising program provides consumers with the ability to opt-out of having their online behavior recorded and used for advertising purposes. Visit <http://optout.aboutads.info/> to opt-out of having your online behavior collected for advertising purposes.

## **9. Web Beacons**

Our Platform may contain electronic images known as Web beacons (sometimes called single-pixel gifs) and are used along with cookies to compile aggregated statistics to analyze how the Platform is used.

We use third parties to gather information about how you and others use the Platform. For example, we will know how many Users access a specific page and which User Content they clicked on. We use this aggregated information to understand and optimize how the Platform is used.

## **10. Link to Third Party Websites**

The Platform may include links to other websites, mobile applications or services (“**Third Party Sites**”), whose privacy practices may differ from those set forth herein. Such links are not an endorsement by Company of those Third Party Sites and/or the products or services they offer. If you visit Third Party Sites or submit Information to any of those Third Party Sites, your visit and Information is governed by their privacy statements. We encourage you to carefully read the privacy statement of any Third Party Site you visit, as it may differ substantially from that of this privacy statement. Company makes no representations or warranties with respect to, nor is Company responsible for the privacy policies of, any Third Party Sites. If you decide to click on any such links or access any Third Party Sites appearing on the Platform, you do so at your own risk.

## **11. Your Rights**

In certain circumstances you have the right to access the Personal Information that we collect/hold about you and to correct, update, or request deletion your Personal Information. Prior to the fulfilment of your request concerning your Personal Information, we will ask you to verify your identity before we can act upon your request.

You have the following rights:

- The right to require free of charge (i) confirmation of whether we process your Personal Information and (ii) access to a copy of the Personal Information retained;
- The right to request proper rectification, removal or restriction of your Personal Information;
- Where processing of your Personal Information is either based on your consent or necessary for the performance of a contract with you and processing is carried out by automated means, the right to receive the Personal Information concerning you in a structured, commonly used and machine-readable format or to have your Personal Information transmitted directly to another company, where technically feasible (data portability);
- Where the processing of your Personal Information is based on your consent, the right to withdraw your consent at any time without impact to data processing activities that have taken place before such withdrawal or to any other existing legal justification of the processing activity in question;
- The right not to be subject to any automatic individual decisions which produces legal effects on you or similarly significantly affects you; and
- The right to take legal actions in relation to any breach of your rights regarding the processing of the Personal Information, as well as to lodge complaints before the competent data protection regulators.

As far as we process your Personal Information on the basis of our legitimate interests, you can object to processing at any time. You can find a detailed description of our processing activities and the legal basis in the sections

above. If you object to such processing, we ask you to state the grounds of your objection in order for us to examine the processing of your Personal Information and decide whether to adjust the processing accordingly.

## **12. Do Not Track Requests**

Please note that your browser setting may allow you to automatically transmit a “Do Not Track” signal to websites and online service you visit. There is no consensus among industry participants as to what “Do Not Track” means in this context. Like many websites and online services, we do not alter our practices when we receive a “Do Not Track” signal from a visitor’s browser. To find out more about “Do Not Track,” please visit <http://www.allaboutdnt.com>.

## **13. Security**

The security of your information is important to us, and we take steps to ensure that your information is treated securely and in accordance with this Privacy Policy. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your Personal Information, for example, by encryption, we cannot guarantee the security of your information transmitted through the Platform; any transmission is at your own risk.

We follow generally accepted industry standards to protect your information, both during transmission and once we receive it, and to keep such Information confidential (unless it is non-confidential by nature, for example, publicly-available information) and free from any unauthorized alteration. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure, and the nature of security risks is constantly evolving, as are the technical and organizational industry standards relating to management of those risks. While we strive to keep current our security technology and will review, refine and upgrade our security technology as we deem appropriate based on new tools that may become available in the future, the complete and absolute security of any Information collected, stored or used by us cannot therefore be guaranteed. In the unlikely event that an unauthorized third party compromises our security measures, we will not be responsible for any damages directly or indirectly caused by an unauthorized third party’s ability to view, use or disseminate such information. If you ever discover inaccuracies in our data or if your Personal Information changes, we urge you to notify us immediately.

If you have any questions about security on our Platform, you can contact us at [legal@triller.co](mailto:legal@triller.co).

## **14. Information Relating to Children**

Our Platform is not directed to children under the age of thirteen (13), and we do not knowingly collect, use, or disclose Personal Information from (i) children under the age of thirteen (13) or (ii) children between the age of 13 and 18 (or any greater age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such child’s primary residence) that do not have parental or legal guardian consent to use the Platform. If we ever discover that we have inadvertently collected Personal Information from children under the age of thirteen (13) on or through the Platform, we will delete it from our records as soon as possible.

If you believe that we have Personal Information about, or have collected Personal Information from, (i) a child under 13, or (ii) between the age of 13 and 18 (or any greater age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such child’s primary residence) without parental/legal guardian consent, or that such a person is using the Platform, please see [Section 13](#) of the Terms of Service for available remedies, including how to contact us to report this.

## **15. Sweepstakes, Contests and Promotions**

We may offer sweepstakes, contests, and other promotions through the Platform (any, a “**Promotion**”) that may require registration. By participating in a Promotion, you are agreeing to the official rules that govern that Promotion, which may contain specific requirements of you, including, except where prohibited by law, allowing the sponsor(s) of the

Promotion to use your name, voice, likeness or other indicia of persona in advertising or marketing associated with the Promotion. If you choose to enter a Promotion, your Personal Information may be disclosed to third parties or the public in connection with the administration of such Promotion, including, without limitation, in connection with winner selection, prize fulfillment, and as required by law or permitted by the Promotion’s official rules, such as on a winner’s list.

**16. Contacting Us**

In the event that you wish to make a complaint or request concerning your Personal Information or our privacy practices, or have questions, concerns or comments about this Privacy Policy, please contact us in the first instance at [legal@triller.co](mailto:legal@triller.co) and we will endeavor to deal with your request as soon as possible. You can also write to us at Triller, Inc.; 2121 Avenue of the Stars Suite 2350, Los Angeles, California 90067; Attn: Privacy Policy. This is without prejudice to your right to launch a claim with your data protection authority or follow the dispute process set forth in the Terms of Service.

**17. Updates; Notification of Privacy Policy Changes**

We may update this Privacy Policy to reflect changes to our information practices from time to time in our sole discretion. If we make any material changes to this Privacy Policy we will notify you by posting such changes on the Platform prior to the change becoming effective. We will also update the “Last Updated” date at the top of this Privacy Policy, which reflects the effective date of such Privacy Policy, and we encourage you to periodically review this Privacy Policy for the latest information on our privacy practices. Once a change becomes effective, your continued use of the Platform and/or creation of an Account shall automatically constitute your acceptance of such changes.

**18. Your California Privacy Rights**

This section provides additional details about the Personal Information we may collect about California-resident Users and the rights afforded to them under California Civil Code Section 1798.83 and the California Consumer Privacy Act of 2018 (“CCPA”). California-resident Users are entitled to additional privacy rights which are further described below. California-resident Users who wish to request further information about our compliance with the above referenced statutes or who have questions more generally about our Privacy Policy or the CCPA and our privacy commitments to our Users should not hesitate to contact us in accordance with the procedures set forth below.

**What Information We Collect**

As also detailed in the “*Information We Collect and Receive*” section above, through the Platform we collect certain Personal Information, including such information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular California-resident User or his or her device. In particular, the Platform, has collected the following categories of Personal Information within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	YES
B. Personal Information categories listed in the California Customer Records	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment,	YES

statute (Cal. Civ. Code § 1798.80(e)).	employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some Personal Information included in this category may overlap with other categories.	
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	NO
I. Professional or employment-related information.	Current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
K. Inferences drawn from other Personal Information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	NO

Personal Information does not include:

- Information publicly available from government records;
- Deidentified or aggregated information from California residents; or
- Information excluded from the CCPA's scope, including (i) health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data and (ii) information covered by certain sector-specific

privacy laws, including the Fair Credit Reporting Act (FRCA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

### **How We Use Personal Information**

We collect Personal Information for the business and commercial purposes described in the "***Use of Information We Collect***" section above.

We share Personal Information with the categories of third parties described in the "***Sharing Your Information***" section above. We do not sell (as such term is defined in the CCPA) Personal Information we collect (and will not sell it without providing a right to opt out).

Please note that we do use third-party cookies for certain purposes as further described in the "***Cookies and Other Tracking Technologies***" section above.

### **California Residents' Rights and Choices with Respect to Personal Information**

Subject to certain limitations, the CCPA provides California residents with specific rights regarding their Personal Information. This section describes your CCPA rights and explains how to exercise those rights, which specifically includes:

- Right to request to know more details about the categories or specific pieces of Personal Information we collect (including how we use and disclose this information);
- Right to delete their Personal Information;
- Right to opt out of any "sales" that may be occurring; and
- Right to not be discriminated against for exercising the foregoing rights.

### ***Access to Specific Information and Data Portability Rights***

You have the right to request that Company disclose certain information to you about our collection and use of your Personal Information over the past 12 months. Once we receive and confirm your verifiable consumer request (see *Exercising Access, Data Portability, and Deletion Rights* subsection below), we will disclose to you:

- The categories of Personal Information we collected about you.
- The categories of sources for the Personal Information we collected about you.
- Our business or commercial purpose for collecting or selling that Personal Information.
- The categories of third parties with whom we share that Personal Information.
- The specific pieces of Personal Information we collected about you (also called a data portability request).
- If we sold or disclosed your Personal Information for a business purpose, two separate lists disclosing the following: (i) sales, identifying the Personal Information categories that each category of recipient purchased; and (ii) disclosures for a business purpose, identifying the Personal Information categories that each category of recipient obtained.

### ***Deletion Request Rights***

You have the right to request that Company delete any of your Personal Information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request (see *Exercising*

*Access, Data Portability, and Deletion Rights* subsection below), we will delete (and direct our service providers to delete) your Personal Information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the Personal Information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### ***Exercising Access, Data Portability, and Deletion Rights***

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by email at [legal@triller.co](mailto:legal@triller.co).

Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you.

Making a verifiable consumer request does not require you to create an Account with us. However, we do consider requests made through your password protected Account sufficiently verified when the request relates to Personal Information associated with that specific account.

We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

#### ***Response Timing and Format***

Company endeavors to respond to a verifiable California residents request within forty-five (45) days of its receipt. If Company requires more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your Personal Information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

#### ***Personal Information Sales Opt-Out and Opt-In Rights***

We will not sell your Personal Information to any party. If in the future, we anticipate selling your Personal Information to any party, we will provide you with the opt-out and opt-in rights required by the CCPA.

#### ***Non-Discrimination***

Company will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, Company will not:

- Deny you products or services on the Platform.
- Charge you different prices or rates for products or services on the Platform, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of products or services on the Platform.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of products or services on the Platform.

#### **Contacting Company**

If you have any questions or comments about this notice, the ways in which Company collects and uses your information described above and in the Privacy Policy, generally, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us by email at [legal@triller.co](mailto:legal@triller.co).

Company will endeavor to deal with your request as soon as possible. This is without prejudice to your right to launch a claim with your data protection authority or follow the dispute process set forth in the Terms of Service.