

**PRIVACY POLICY
OBLIGO**

Version – 05/01/18

GENERAL

Obligo, Inc. (“Company” or “we” or “us” or “our”) respects the privacy of its users (“user” or “you”) that use our website located at www.myobligo.com, including other media forms, media channels, mobile website or mobile application related or connected thereto (collectively, the “Obligo Platform”). The following Company privacy policy (“Privacy Policy”) is designed to inform you, as a user of the Obligo Platform, about the types of information that Company may gather about or collect from you in connection with your use of the Obligo Platform. It also is intended to explain the conditions under which Company uses and discloses that information, and your rights in relation to that information. Changes to this Privacy Policy are discussed at the end of this document. Each time you use the Obligo Platform, however, the current version of this Privacy Policy will apply. Accordingly, each time you use the Obligo Platform you should check the date of this Privacy Policy (which appears at the beginning of this document) and review any changes since the last time you used the Obligo Platform. Please note that there are additional documents linked within these terms, please be sure to thoroughly review each item prior to agreeing to our terms of service.

The Obligo Platform is hosted in the United States of America and is subject to U.S. state and federal law. If you are accessing the Obligo Platform from other jurisdictions, please be advised that you are transferring your personal information to us in the United States, and by using the Obligo Platform, you consent to that transfer and use of your personal information in accordance with this Privacy Policy. You also agree to abide by the applicable laws of applicable states and U.S. federal law concerning your use of the Obligo Platform and your agreements with us. Any persons accessing the Obligo Platform from any jurisdiction with laws or regulations governing the use of the Internet, including personal data collection, use and disclosure different from those of the jurisdictions mentioned above may only use the Obligo Platform in a manner lawful in their jurisdiction. If your use of the Obligo Platform would be unlawful in your jurisdiction, please do not use the Obligo Platform.

BY USING OR ACCESSING THE OBLIGO PLATFORM, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THIS PRIVACY POLICY.

GATHERING, USE AND DISCLOSURE OF NON-PERSONALLY-IDENTIFYING INFORMATION

Users of the Obligo Platform Generally

“Non-Personally-Identifying Information” is information that, without the aid of additional information, cannot be directly associated with a specific person.

“Personally-Identifying Information,” by contrast, is information such as a name or email address that, without more, can be directly associated with a specific person.

Like most website operators, Company gathers from users of the Obligo Platform Non-Personally-Identifying Information of the sort that Web browsers, depending on their settings, may make available. That information includes the user’s Internet Protocol (IP) address, operating system and browser type, and the locations of the Web pages the user views right before arriving at, while navigating and immediately after leaving the Obligo Platform. Although such information is not personally identifiable, it may be possible for Company to determine from an IP address a user’s Internet service provider and the geographic location of the visitor’s point of connectivity as well as other statistical usage data. Company analyzes Non-Personally-Identifying Information gathered from users of the Obligo Platform to help Company better understand how the Obligo Platform is being used. By identifying patterns and trends in usage, Company is able to better design the Obligo Platform to improve users’ experiences, both in terms of content and ease of use. From time to time, Company may also release the Non-Personally-Identifying Information gathered from Obligo Platform users in the aggregate, such as by publishing a report on trends in the usage of the Obligo Platform.

Web Cookies

A “Web Cookie” is a string of information which assigns you a unique identification that a website stores on a user’s computer, and that the user’s browser provides to the Obligo Platform each time the user submits a query to the site. We use cookies on the Obligo Platform to keep track of services you have used, to record registration information regarding your login name and password, to record your user preferences, to keep you logged into the Obligo Platform, and to facilitate purchase procedures. Company also uses Web Cookies to track the pages that users visit during each Obligo Platform session, both to help Company improve users’ experiences and to help Company understand how the Obligo Platform is being used. As with other Non-Personally-Identifying Information gathered from users of the Obligo Platform, Company analyzes and discloses in aggregated form information gathered using Web Cookies, so as to help Company, its partners and others better understand how the Obligo Platform is being used. COMPANY USERS WHO DO NOT WISH TO HAVE WEB COOKIES PLACED ON THEIR COMPUTERS SHOULD SET THEIR BROWSERS TO REFUSE WEB COOKIES BEFORE ACCESSING THE OBLIGO PLATFORM, WITH THE UNDERSTANDING THAT CERTAIN FEATURES OF THE OBLIGO PLATFORM MAY NOT FUNCTION PROPERLY WITHOUT THE AID OF WEB COOKIES. OBLIGO PLATFORM USERS WHO REFUSE WEB COOKIES ASSUME ALL RESPONSIBILITY FOR ANY RESULTING LOSS OF FUNCTIONALITY.

Third Party Advertisers

We may use third-party advertising companies to serve ads when you visit the Obligo Platform. These companies may use information (not including any Personally-Identifying Information) about your visits to this and other websites that are contained in Web Cookies in order to provide advertisements about goods and services of interest to you. Using a tool created by the Network Advertising Initiative, you can opt out of several third party ad servers’ and networks’ Web Cookies simultaneously. If you would like more information about this practice and to know your choices about not having this information used by these companies, please follow the following links: http://networkadvertising.org/managing/opt_out.asp,

<http://preferences-mgr.truste.com/>, or <http://www.aboutads.info/choices/>. Please contact us if you would like to know the identity of the third-party advertising companies we are currently using to serve ads.

We may allow advertisers to choose the characteristics of users who will see their advertisements and we may use any of the non-personally identifiable attributes we have collected (including information you may have decided not to show to other users, such as your birth year or other sensitive personal information or preferences) to select the appropriate audience for those advertisements. We do not identify you to the advertiser.

Web Beacons

A “Web Beacon” is an object that is embedded in a web page or email that is usually invisible to the user and allows website operators to check whether a user has viewed a particular web page or an email. Company may use Web Beacons on the Obligo Platform and in emails to count users who have visited particular pages, viewed emails, and to deliver co-branded services. Web Beacons are not used to access users’ Personally-Identifying Information; they are a technique Company may use to compile aggregated statistics about Obligo Platform usage. Web Beacons collect only a limited set of information including a Web Cookie number, time and date of a page or email view, and a description of the page or email on which the Web Beacon resides. You may not decline Web Beacons, however, they can be rendered ineffective by declining all Web Cookies or modifying your browser setting to notify you each time a Web Cookie is tendered and permit you to accept or decline Web Cookies on an individual basis.

Analytics

We may use third-party vendors, including Google, who use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick cookie) together to provide analytics services, inform, optimize, and serve ads based on your past activity on our websites and applications, including Google Analytics for Display Advertising. These vendors may use Web Cookies, Web Beacons and other technologies to collect information about your use of the Obligo Platform, our service and other websites, including your IP address, web browser, pages viewed, time spent on pages, links clicked and conversion information. This information may be used by us and others to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests on our service and other Obligo Platforms and better understand your online activity. If you do not want any information to be collected and used by Google Analytics, you can install an opt-out in your web browser (<https://tools.google.com/dlpage/gaoptout/>) and/or opt out from Google Analytics for Display Advertising or the Google Display Network. You can do so by using Google’s Ads Settings (www.google.com/settings/ads). For more information about interest-based ads, or to opt out in general of having your web browsing information used for behavioral advertising purposes, please visit www.aboutads.info/choices.

Aggregated and Non-Personally-Identifying Information

We may share aggregated and Non-Personally Identifying Information we collect under any of the above circumstances. We may also share it with third parties and our affiliate companies to develop and deliver targeted advertising on the Obligo

Platform and on websites of third parties. We may combine Non-Personally Identifying Information we collect with additional Non-Personally Identifying Information collected from other sources. We also may share aggregated information with third parties, including advisors, advertisers and investors, for the purpose of conducting general business analysis. For example, we may tell our advertisers the number of visitors to the Obligo Platform and the most popular features or services accessed. This information does not contain any Personally-Identifying Information and may be used to develop Obligo Platform content and services that we hope you and other users will find of interest and to target content and advertising.

Mobile Device Additional Terms

- Mobile Device. If you use a mobile device to access the Obligo Platform or download any of our applications, we may collect device information (such as your mobile device ID, model and manufacturer), operating system and version information, and IP address.
- Geo-Location Information. Unless we have received your prior consent, we do not access or track any location-based information from your mobile device at any time while downloading or using our mobile applications or our services except that it may be possible for Company to determine from an IP address the geographic location of the user's point of connectivity, in which case we may gather and use such general location data.
- Push Notifications. We send you push notifications if you choose to receive them letting you know when someone has sent you a message, or for other service-related matters. If you wish to opt-out from receiving these types of communications you may turn them off at the device level.
- Mobile Analytics. We use mobile analytics software to allow us to better understand the functionality of our mobile software on your phone. This software may record information such as how often you use the application, the events that occur within the application, aggregated usage, performance data, and where the application was downloaded from. We do not link the information we store within the analytics software to any Personally-Identifying Information you submit within the mobile application.

CHILDREN

The Children's Online Privacy Protection Act ("COPPA") protects the online privacy of children under 13 years of age. We do not knowingly collect or maintain personal information from anyone under the age of 13, unless or except as permitted by law. Any person who provides personal information through the Obligo Platform represents to us that he or she is 13 years of age or older. If we learn that personal information has been collected from a user under 13 years of age on or through the Obligo Platform, then we will take the appropriate steps to cause this information to be deleted. If you are the parent or legal guardian of a child under 13 who has become a member of the Obligo Platform or has otherwise transferred personal information to the Obligo Platform, please contact Company using our contact information below to have that child's account terminated and information deleted.

COLLECTION, USE AND DISCLOSURE OF PERSONALLY-IDENTIFYING INFORMATION

Obligo Platform Registration

As defined above, Personally-Identifying Information is information that can be directly associated with a specific person. Company may collect a range of Personally-Identifying Information from and about Obligo Platform users. Much of the Personally-Identifying Information collected by Company about users is information provided by users themselves when (1) registering for our service, (2) logging in with social network credentials, (3) participating in polls, contests, surveys or other features of our service, or responding to offers or advertisements, (4) communicating with us, (5) creating a public profile, or (6) signing up to receive newsletters. That information may include each user's name, address, email address, and telephone number, and, if you transact business with us, financial information such as your payment method (valid credit card number, type, expiration date or other financial information). We also may request information about your interests and activities, your gender, age, date of birth, username, hometown and other demographic information, and other relevant information as determined by Company from time to time. Users of the Obligo Platform are under no obligation to provide Company with Personally-Identifying Information of any kind, with the caveat that a user's refusal to do so may prevent the user from using certain Obligo Platform features.

Financial Information

The services provided to you via the Obligo Platform require verification of creditworthiness. In order to verify creditworthiness, (1) you may authorize Company to have view-only access to your bank account, which may include access to information on account balances, transaction history, etc., (2) we may take a pre-authorization on your credit card to validate that sufficient funds are available for use of the Obligo Platform, (3) we may run a credit check on you or request relevant credit information from your landlord, (4) we may report credit performance to credit bureaus, and (5) we may access other information and data relevant to verifying creditworthiness. The foregoing processes may result in Company obtaining various types of financial information about you. Company will use and maintain such information in accordance with this Privacy Policy and applicable laws and regulations. Company will only use such information for the purpose of performing services applicable to the Obligo Platform as further explained under our Terms of Use.

Plaid Services. You acknowledge and agree that we use Plaid (www.plaid.com) for accessing and managing certain financial information and such information, which includes your bank account information as well as your bank account's current balance and transaction history, will be treated by Plaid in accordance with Plaid's Privacy Policy viewable at <https://plaid.com/legal/>. You agree to the terms of the Plaid Privacy Policy when using the Obligo Platform.

Synapse Services. You agree to Synapse's Terms of Service (<https://synapsefi.com/tos>) and Synapse's Privacy Policy (<https://synapsefi.com/privacy>, <https://www.myobligo.com/media/CustAcctUserAgreement.pdf>) when using the Obligo Platform, and upon creation of your profile with Synapse.

BY REGISTERING WITH OR USING THE OBLIGO PLATFORM, YOU CONSENT TO THE USE AND DISCLOSURE OF YOUR PERSONALLY IDENTIFYING INFORMATION AS

DESCRIBED IN THIS "COLLECTION, USE AND DISCLOSURE OF PERSONALLY-IDENTIFYING INFORMATION" SECTION.

Company Communications

We may occasionally use your name and email address to send you notifications regarding new services offered by the Obligo Platform that we think you may find valuable. We may also send you service-related announcements from time to time through the general operation of the service. Generally, you may opt out of such emails at the time of registration or through your account settings, though we reserve the right to send you notices about your account, such as service announcements, and administrative messages, even if you opt out of all voluntary email notifications.

Company Disclosures

Company will disclose Personally-Identifying Information under the following circumstances:

- **By Law or to Protect Rights.** When we believe disclosure is appropriate in connection with efforts to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of our Company, our users, our employees, or others; to comply with applicable law or cooperate with law enforcement; or to enforce our Terms of Use or other agreements or policies, in response to a subpoena or similar investigative demand, a court order, or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.
- **Marketing Communications.** Unless users opt-out from receiving Company marketing materials upon registration, Company may email users about products and services that Company believes may be of interest to them. If a user wishes to opt-out of receiving marketing materials from Company, user may do so by following the unsubscribe link in email communications, by going to your account settings (if applicable) or contacting us using the contact information below.
- **Third Party Service Providers.** We may share your Personally-Identifying Information, which may include your name and contact information (including email address) with our authorized service providers that perform certain services on our behalf. These services may include fulfilling orders, providing customer service and marketing assistance, performing business and sales analysis, supporting the Obligo Platform functionality, and supporting surveys and other features offered through the Obligo Platform. We may also share your name, contact information and credit card information with our authorized service providers who process credit card and direct debit payments. These service providers may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purpose.

- **Business Transfers; Bankruptcy.** Company reserves the right to transfer all Personally-Identifying Information in its possession to a successor organization in the event of a merger, acquisition, or bankruptcy or other sale of all or a portion of Company's assets. Other than to the extent ordered by a bankruptcy or other court, the use and disclosure of all transferred Personally-Identifying Information will be subject to this Privacy Policy, or to a new privacy policy if you are given notice of that new privacy policy and are given an opportunity to affirmatively opt-out of it. Personally-Identifying Information submitted or collected after a transfer, however, may be subject to a new privacy policy adopted by the successor organization.

Changing Personally-Identifying Information; Account Termination

You may at any time review or change your Personally-Identifying Information by going to your account settings (if applicable) or contacting us using the contact information below. Upon your request, we will deactivate or delete your account and contact information from our active databases. Such information will be deactivated or deleted as soon as practicable based on your account activity and accordance with our deactivation policy and applicable law. To make this request, either go to your account settings (if applicable) or contact us as provided below. We will retain in our files some personal information to prevent fraud, to troubleshoot problems, to assist with any investigations, to enforce our Terms of Use and to comply with legal requirements as is permitted by law. Therefore, you should not expect that all your personal information will be completely removed from our databases in response to your requests. Additionally, we keep a history of changed information to investigate suspected fraud with your account.

General Use

We use the Personally-Identifying Information in the file we maintain about you, and other information we obtain from your current and past activities on the Obligo Platform to: deliver the products and services that you have requested, manage your account and provide you with customer support, communicate with you by email, postal mail, telephone and/or mobile devices about products or services that may be of interest to you either from us, our affiliate companies or other third parties, develop and display content and advertising tailored to your interests on the Obligo Platform and other sites, resolve disputes, troubleshoot problems, measure consumer interest in our services, inform you of updates, customize your experience, detect and protect us against error, fraud and other criminal activity, enforce our Terms of Use, and as otherwise described to you at the time of collection. At times, we may look across multiple users to identify problems. In particular, we may examine your Personally-Identifying Information to identify users using multiple user IDs or aliases. We may compare and review your Personally-Identifying Information for accuracy and to detect errors and omissions. We may use financial information or payment method to process payment for any purchases made on the Obligo Platform, enroll you in the discount, rebate, and other programs in which you elect to participate, to protect against or identify possible fraudulent transactions, and otherwise as needed to manage our business.

COLLECTION AND USE OF INFORMATION BY THIRD PARTIES GENERALLY

Company contractually prohibits its contractors, affiliates, vendors and suppliers from disclosing Personally-Identifying Information received from Company, other

than in accordance with this Privacy Policy. Third parties are under no obligation to comply with this Privacy Policy, however, with respect to Personally-Identifying Information that users provide directly to those third parties or that those third parties collect for themselves. These third parties include advertisers, providers of games, utilities, widgets and a variety of other third party applications accessible through the Obligo Platform. Company neither owns nor controls the third-party websites and applications accessible through the Obligo Platform. Thus, this Privacy Policy does not apply to information provided to or gathered by the third parties that operate them. Before visiting a third-party, or using a third party application, whether by means of a link on the Obligo Platform, directly through the Obligo Platform, or otherwise, and before providing any Personally-Identifying Information to any such third party, users should inform themselves of the privacy policies and practices (if any) of the third party responsible for that website or application, and should take those steps necessary to, in those users' discretion, protect their privacy.

SECURITY

We take security of your Personally-Identifying Information seriously and use reasonable electronic, personnel, and physical measures to protect it from loss, theft, alteration, or misuse. However, please be advised that even the best security measures cannot fully eliminate all risks. We cannot guarantee that only authorized persons will view your information. We are not responsible for third party circumvention of any privacy settings or security measures.

We are dedicated to protect all information on the Obligo Platform as is necessary. However, you are responsible for maintaining the confidentiality of your Personally-Identifying Information by keeping your password confidential. You should change your password immediately if you believe someone has gained unauthorized access to it or your account. If you lose control of your account, you should notify us immediately.

PRIVACY POLICY CHANGES

Company may, in its sole discretion, change this Privacy Policy from time to time. Any and all changes to Company's Privacy Policy will be reflected on this page and the date new versions are posted will be stated at the top of this Privacy Policy. Unless stated otherwise, our current Privacy Policy applies to all information that we have about you and your account. Users should regularly check this page for any changes to its Privacy Policy. Company will always post new versions of the Privacy Policy on the Obligo Platform. However, Company may, as determined in its discretion, decide to notify users of changes made to this Privacy Policy via email or otherwise. Accordingly, it is important that users always maintain and update their contact information.

CALIFORNIA PRIVACY RIGHTS

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our users who are California residents to request and obtain from us once a year, free of charge, information about the personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with

which we shared information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to our privacy officer as listed below.

DO NOT TRACK POLICY

The Obligo Platform does not respond to “Do Not Track” signals or mechanisms.

CONTACT

If you have any questions regarding our Privacy Policy, please contact our privacy officer at:

Obligo, Inc.
368 9th Avenue, New York, New York 10001
Email: support@myobligo.com
Phone: (212) 381-4427