

**ZZ DRIGGS**  
**PRIVACY POLICY**

(Effective April 22, 2020)

**Your Privacy Is Important to Us.**

In order to run our business, ZZ must collect, store, and make use of data and information about you and your use of our Services. This Privacy Policy sets terms, conditions, and permissions around our collection, storage, and usage of your data and information.

*Please review this Privacy Policy very carefully* – and if you find anything in here doesn't make sense or seem right to you, please write to us at [support@zzdriggs.com](mailto:support@zzdriggs.com).

Our [Terms & Conditions](#) wholly and completely incorporate this Privacy Policy by reference. Therefore, every time you access our Services, you agree to all terms and conditions set forth in this Privacy Policy. Likewise, the definitions set forth in our Terms & Conditions apply to this Privacy Policy as though herein specified.

If you do not agree with this Privacy Policy, or any aspect thereof, you must stop using our Services immediately and cease from all further use, including termination under Section 7.b of our Terms & Conditions (“Termination by You”).

**ZZ Collects Data and Information about You and Your Use of Our Services.**

ZZ will prompt you to provide information about yourself during the course of using our Services. Among other things, ZZ requires you to create a user ID and password, as well as provide personally-identifying and financially-sensitive information, if you wish to purchase or rent an Item.

If at any point you provide ZZ or its Affiliates with contact information (e.g. email address, mailing address, phone number, name), personally-identifying information (e.g. full name + street address; driver's license number; government-issued photo ID), login/password information, and/or financially-sensitive information (e.g. credit card information), ZZ and its Affiliates reserve the right to collect such information. ZZ and its Affiliates also reserve the right to collect information about any contact you make with ZZ; this includes, without limitation, recording customer calls and saving and memorializing electronic messages and communications for the purposes of quality assurance, user data analysis, evidence in a dispute, and/or enforcement of agreements. To the extent that ZZ or one of its Affiliates takes any photographs or videos of your Item(s) – or the spaces and areas nearby the intended location of your Item(s) – ZZ and its Affiliates reserve the right to retain those photos.

You acknowledge and agree that ZZ and its Affiliates reserve the right to collect any and all text, photos, images, video, audio, and multimedia you create, provide, upload, download, import, sync, and/or share in connection with our Services.

You acknowledge and agree that, when you use our Digital Services, ZZ and its Affiliates reserve the right to automatically collect data and information about your use of our Digital Services – including but not limited to information regarding your browser and device usage history, what type of device/computer and operating system you use, what type of browser and language you use, the IP address and ID of your device/computer and/or proxy server, your mobile carrier/ISP, your location, referring URLs, what you view and when, what you click and when, which features you choose to use or not use, which products interest you, how long you spend using our Digital Services, and what you do after you use our Digital Services. To the extent that you have agreed to receive texts, SMS messages, and/or emails from ZZ, ZZ and its Affiliates reserve the right collect data and information regarding your receipt of, viewing of, sharing of, and interaction with such communications. You acknowledge and agree that ZZ and its Affiliates may use cookies, web beacons, pixel tags, clear GIFs, and other tracking technology to collect data and information from you. Please note that most phones have settings which turn off the GPS locator and push notifications; likewise, many browsers enable the user to limit the use of tracking technology.

If you use a third party provider (*e.g.* Facebook, Twitter) to connect with ZZ, ZZ and its Affiliates reserve the right to collect information from that third party regarding your online profile, contact information, user history, online contacts/friends, and settings and preferences, as well as any other information which you have agreed to disclose.

Lastly, you acknowledge and agree that ZZ reserves the right to affix or embed location technologies to our rental Items – so that we may track these Items and collect information about their location at any time. You acknowledge and agree that you will not attempt to or actually remove, tamper with, damage, destroy, or in any other manner interfere with the proper working order of any such technology.

**ZZ Will Store & Retain Your Information.**

You acknowledge and agree that ZZ and its Affiliates reserve the right to freely retain and store all data and information that we collect from you – in any manner and/or format we choose, in any location we select, worldwide, across and for any duration of time. Likewise, ZZ and its Affiliates reserve the right to delete, filter, edit, remove, or destroy any data and/or information we collect for any purpose without notice or cause; we maintain no obligation to preserve your data.

**ZZ Does Not Sell Your Personal Information for Advertising or Marketing Purposes.**

You acknowledge and agree that, if ZZ and/or its Affiliates collects or obtains a record of your name, address, email address, government-issued photo identification, and/or phone number, neither ZZ nor its Affiliates will sell that information to any third party, except in the event of a merger, acquisition, asset sale, or change in control. You acknowledge and agree that ZZ and its Affiliates will not sell any passwords or financially-sensitive information that you provide to any third party whatsoever; however, ZZ and/or our Affiliates may transfer such information – and related rights, obligations, and liabilities – to a third party in the event of a merger, acquisition, asset sale, or change in control.

You acknowledge and agree that ZZ and its Affiliates may send you marketing and advertising messages on behalf of a third-party and/or subject to a paid arrangement with a third-party. Under such a circumstance, neither ZZ nor its Affiliates will disclose your contact information or personally-identifying information to said third-party.

ZZ reserves the right to obtain any information and/or data about you we wish from any third party we choose. Notwithstanding any restrictions imposed by a third party, ZZ reserves the right to store and use this information and/or data as though it were provided or generated in connection with your usage of our Services, as described in this Privacy Policy. For example, we reserve the right to run a credit or background check on you, and to store and use that information as though you provided it directly to us.

### **ZZ Intends to Make Substantial Use of Your Data & Information.**

1. **Necessary Disclosures.** You acknowledge and agree that ZZ and its Affiliates may disclose any of the information you provide us, including but not limited to your personally-identifying and financially-sensitive information, in order to: (a) comply with legal process and/or respond to a proper legal request; (b) facilitate a transaction and/or collect amounts rightfully owed (e.g. monthly payments, Administrative Fees, damage to a rental Item); (c) facilitate shipment, delivery, pickup, return, and/or repossession of one or more Item(s); (d) assist with the pursuit or defense of a criminal action, civil action, and/or other legal dispute; (e) enforce our Terms & Conditions and/or Privacy Policy; and (f) to protect the rights and/or safety of ZZ, our Affiliates, or any third party.
2. **Aggregating User Data & Optimizing Your User Experience.** You acknowledge and agree that ZZ and its Affiliates may use information and data provided and/or generated in connection with your use of our Services in order to study and infer patterns of behavior and factual information about you and other members of the ZZ community. You recognize that ZZ and its Affiliates may pool this information and data to create compilations and aggregated data sets. You acknowledge and agree that ZZ reserves the right to use aggregate (i.e. non-individualized) data for its own analysis, as well as for any other lawful purpose it deems fit, including without limitation for sale to third parties, such as market research firms and advertisers; however, this aggregate data will include no personally-identifying or financially-sensitive information. Furthermore, you acknowledge

and agree that ZZ and its Affiliates reserve the right use information and data provided and/or generated in connection with your use of our Services in order to provide you and other ZZ community members with customization and targeting around product offerings, marketing efforts, and user experiences; this includes, without limitation using such data and information to provide targeted ads and promotions, as well as push notifications.

3. **Making Use of Your User Content.** As you agreed in Section 5.d of our Terms & Conditions (“License to ZZ”), you grant ZZ and its Affiliates a broad license to make use of your User Content, including but not limited to modifying, exhibiting, creating derivative works from, and making commercial use of your User Content.
4. **Sharing Your Information within ZZ.** You acknowledge and agree that, among our Company and its Affiliates, ZZ may fully and freely disclose and discuss any information and data regarding you and/or your use of our Services – even financially-sensitive and personally-identifying information – in furtherance of legitimate business purposes. This includes, but is not limited to the disclosure and transfer of all such information and data in the event of a merger, acquisition, asset sale, or change in control.
5. **Communications from ZZ.** ZZ needs to be able to contact you regarding your purchase and/or rental of one or more Items, matters relating to the safety/security of your data, and other important service notices (“Mandatory Communications”). Furthermore, ZZ wishes to keep you up-to-date about new suppliers and arrivals, the latest sales and offerings, and other matters relevant yet non-essential to our community (“General Communications”). These Mandatory Communications and General Communications may result from information that you provide us, information provided to us by a third party, and/or your usage of our Services. By sharing your contact information with ZZ, you agree to receive Mandatory Communications and General Communications from ZZ and its Affiliates. You acknowledge that you may opt-out of General Communications any time by clicking as indicated in such communications; however, you may not opt out of Mandatory Communications.

### **ZZ Requires You to Accept These Disclaimers, Releases & Indemnification Obligations.**

You acknowledge and agree that neither ZZ nor any of its Affiliates warrants or guarantees the safety and/or security of information and data you transmit to, from, or in connection with ZZ; this includes, without limitation, your personally-identifying and financially-sensitive information. Likewise, you acknowledge and agree that ZZ and its Affiliates cannot guarantee that your sensitive information will be free from unwanted access, usage, disclosure, and/or alteration. Indeed, you acknowledge and agree that you are solely responsible for protecting your own private and sensitive information, such as your passwords and financial account information.

Excluding matters of recklessness and willful misconduct, you agree to release ZZ and its Affiliates in connection with any disputes, claims, controversies, lawsuits, liabilities, decisions, damages, awards, amounts, costs, fees, and/or penalties arising out of and/or relating to the unwanted access, collection, storage, and/or usage of your data and information and/or the data and information of a third party – even if the alleged breach originated from ZZ’s sole acts and/or practices, and regardless of prior notice or warning.

Furthermore, you agree to defend, indemnify, and hold harmless ZZ in connection with any third-party claims, controversies, lawsuits, liabilities, decisions, damages, awards, amounts, costs, fees, and/or penalties arising out of and/or relating to your actions and/or omissions in connection with a third-party’s data and/or information.

During your ZZ experience, you may interact with third party services (e.g. social media providers, customer support providers). You may also access our Services via electronic devices, mobile networks, and internet service providers. All of these third parties have implemented and manage their own privacy policies and practices. You acknowledge and agree that neither ZZ nor its Affiliates are responsible for the acts and/or omissions any third party as to the access, collection, storage, and/or usage of any of your data or information. We encourage you to carefully review all third party terms of service and privacy policies; your terms of consent and willingness to consent are strictly between you and said third party.

### **Final, Miscellaneous Points**

- 1. No Minors & Only Competent Persons.** You agree that you are older than thirteen (13) years of age. You further agree that you are of sound mind and body to understand and agree to this Privacy Policy. ZZ is not intended for, nor do we knowingly collect information from children under the age of 13. If you think a child under 13 has given information or accessed our services, please let us know immediately at [support@zdriggs.com](mailto:support@zdriggs.com).
- 2. California Residents.** California residents are allowed to request a list of personal information we disclosed to third parties for direct marketing purposes, alongside the identities of those third parties. This request is free, and California residents are allowed one per year under California Civil Code 1798.83. You may submit these requests to [support@zdriggs.com](mailto:support@zdriggs.com), subject line "Shine the Light Law Request," or write us at: ZZ Driggs Inc., Attention: Legal Department, 169 54<sup>th</sup> Street #208, Brooklyn, NY 11220.
- 3. Privacy Policy Subject to Change.** You acknowledge and agree that ZZ reserves the right to make changes to our Privacy Policy – and the manner in which we access, collect, store, and use your data and information – at any time, for any reason. If we amend this Privacy Policy, we will typically notify our users of any such amendment; nonetheless, you acknowledge and agree that ZZ is not bound to provide notice of any amendment to this Privacy Policy.