

Privacy Policy of www.speak4me.io

This Application collects some Personal Data from its Users.

This document contains [a section dedicated to California consumers and their privacy rights](#).

This document contains [a section dedicated to Virginia consumers and their privacy rights](#).

This document contains [a section dedicated to Colorado consumers and their privacy rights](#).

This document contains [a section dedicated to Connecticut consumers and their privacy rights](#).

This document contains [a section dedicated to Utah consumers and their privacy rights](#).

This document contains [a section dedicated to Brazilian Users and their privacy rights](#).

This document can be printed for reference by using the print command in the settings of any browser.

Owner and Data Controller

Bakery Scent s.r.l. - Via Carlo Giuseppe Merlo 3, 20122 Milano

Owner contact email: support@bakeryscent.com

Types of Data collected

Among the types of Personal Data that this Application collects, by itself or through third parties, there are: Trackers; Usage Data; number of Users; session statistics; browser information; first name; last name; email address.

Complete details on each type of Personal Data collected are provided in the dedicated sections of this privacy policy or by specific explanation texts displayed prior to the Data collection.

Personal Data may be freely provided by the User, or, in case of Usage Data, collected automatically when using this Application.

Unless specified otherwise, all Data requested by this Application is mandatory and failure to provide this Data may make it impossible for this Application to provide its services. In cases where this Application specifically states that some Data is not mandatory, Users are free not to communicate this Data without consequences to the availability or the functioning of the Service.

Users who are uncertain about which Personal Data is mandatory are welcome to contact the Owner.

Any use of Cookies - or of other tracking tools - by this Application or by the owners of third-party services used by this Application serves the purpose of providing the Service required by the User, in addition to any other purposes described in the present document and in the Cookie Policy, if available.

Users are responsible for any third-party Personal Data obtained, published or shared through this Application and confirm that they have the third party's consent to provide the Data to the Owner.

Mode and place of processing the Data

Methods of processing

The Owner takes appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data.

The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Owner, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of this Application (administration, sales, marketing, legal, system administration) or external parties (such as third-party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Owner at any time.

Legal basis of processing

The Owner may process Personal Data relating to Users if one of the following applies:

- Users have given their consent for one or more specific purposes. Note: Under some legislations the Owner may be allowed to process Personal Data until the User objects to such processing (“opt-out”), without having to rely on consent or any other of the following legal bases. This, however, does not apply, whenever the processing of Personal Data is subject to European data protection law;
- provision of Data is necessary for the performance of an agreement with the User and/or for any pre-contractual obligations thereof;
- processing is necessary for compliance with a legal obligation to which the Owner is subject;
- processing is related to a task that is carried out in the public interest or in the exercise of official authority vested

in the Owner;

- processing is necessary for the purposes of the legitimate interests pursued by the Owner or by a third party.

In any case, the Owner will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

Place

The Data is processed at the Owner's operating offices and in any other places where the parties involved in the processing are located.

Depending on the User's location, data transfers may involve transferring the User's Data to a country other than their own. To find out more about the place of processing of such transferred Data, Users can check the section containing details about the processing of Personal Data.

Users are also entitled to learn about the legal basis of Data transfers to a country outside the European Union or to any international organization governed by public international law or set up by two or more countries, such as the UN, and about the security measures taken by the Owner to safeguard their Data.

If any such transfer takes place, Users can find out more by checking the relevant sections of this document or inquire with the Owner using the information provided in the contact section.

Retention time

Personal Data shall be processed and stored for as long as required by the purpose they have been collected for.

Therefore:

- Personal Data collected for purposes related to the performance of a contract between the Owner and the User shall be retained until such contract has been fully performed.
- Personal Data collected for the purposes of the Owner's legitimate interests shall be retained as long as needed to fulfill such purposes. Users may find specific information regarding the legitimate interests pursued by the Owner within the relevant sections of this document or by contacting the Owner.

The Owner may be allowed to retain Personal Data for a longer period whenever the User has given consent to such processing, as long as such consent is not withdrawn. Furthermore, the Owner may be obliged to retain Personal Data for a longer period whenever required to do so for the performance of a legal obligation or upon order of an authority.

Once the retention period expires, Personal Data shall be deleted. Therefore, the right of access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

The purposes of processing

The Data concerning the User is collected to allow the Owner to provide its Service, comply with its legal obligations, respond to enforcement requests, protect its rights and interests (or those of its Users or third parties), detect any malicious or fraudulent activity, as well as the following: Analytics and Contacting the User.

For specific information about the Personal Data used for each purpose, the User may refer to the section "Detailed information on the processing of Personal Data".

Detailed information on the processing of Personal Data

Personal Data is collected for the following purposes and using the following services:

- **Analytics**

The services contained in this section enable the Owner to monitor and analyze web traffic and can be used to keep track of User behavior.

Google Analytics is a web analysis service provided by Google LLC or by Google Ireland Limited, depending on how the Owner manages the Data processing, ("Google"). Google utilizes the Data collected to track and examine the use of this Application, to prepare reports on its activities and share them with other Google services.

Google may use the Data collected to contextualize and personalize the ads of its own advertising network.

Personal Data processed: Trackers; Usage Data.

Place of processing: United States - [Privacy Policy](#) - [Opt Out](#); Ireland - [Privacy Policy](#) - [Opt Out](#).

Category of personal information collected according to the CCPA: internet information.

This processing constitutes:

- a sale according to the CCPA, VCDPA, CPA, CTDPA and UCPA

Google Analytics 4 is a web analysis service provided by Google LLC or by Google Ireland Limited, depending on how the Owner manages the Data processing, (“Google”). Google utilizes the Data collected to track and examine the use of this Application, to prepare reports on its activities and share them with other Google services.

Google may use the Data collected to contextualize and personalize the ads of its own advertising network.

In Google Analytics 4, IP addresses are used at collection time and then discarded before Data is logged in any data center or server. Users can learn more by consulting [Google’s official documentation](#).

Personal Data processed: browser information; number of Users; session statistics; Usage Data.

Place of processing: United States - [Privacy Policy - Opt Out](#); Ireland - [Privacy Policy - Opt Out](#).

Category of personal information collected according to the CCPA: internet information.

This processing constitutes:

- a sale according to the CCPA, VCDPA, CPA, CTDPA and UCPA

• Contacting the User

By filling in the contact form with their Data, the User authorizes this Application to use these details to reply to requests for information, quotes or any other kind of request as indicated by the form’s header.

Personal Data processed: email address; first name; last name.

Category of personal information collected according to the CCPA: identifiers.

This processing constitutes:

- a sale according to the CCPA, VCDPA, CPA, CTDPA and UCPA

The rights of Users

Users may exercise certain rights regarding their Data processed by the Owner.

In particular, Users have the right to do the following, to the extent permitted by law:

- **Withdraw their consent at any time.** Users have the right to withdraw consent where they have previously given their consent to the processing of their Personal Data.
- **Object to processing of their Data.** Users have the right to object to the processing of their Data if the processing is carried out on a legal basis other than consent. Further details are provided in the dedicated section below.
- **Access their Data.** Users have the right to learn if Data is being processed by the Owner, obtain disclosure regarding certain aspects of the processing and obtain a copy of the Data undergoing processing.
- **Verify and seek rectification.** Users have the right to verify the accuracy of their Data and ask for it to be updated or corrected.
- **Restrict the processing of their Data.** Users have the right to restrict the processing of their Data. In this case, the Owner will not process their Data for any purpose other than storing it.
- **Have their Personal Data deleted or otherwise removed.** Users have the right to obtain the erasure of their Data from the Owner.
- **Receive their Data and have it transferred to another controller.** Users have the right to receive their Data in a structured, commonly used and machine readable format and, if technically feasible, to have it transmitted to another controller without any hindrance.
- **Lodge a complaint.** Users have the right to bring a claim before their competent data protection authority.

Details about the right to object to processing

Where Personal Data is processed for a public interest, in the exercise of an official authority vested in the Owner or for the purposes of the legitimate interests pursued by the Owner, Users may object to such processing by providing a ground related to their particular situation to justify the objection.

Users must know that, however, should their Personal Data be processed for direct marketing purposes, they can object to that processing at any time, free of charge and without providing any justification. Where the User objects to processing for direct marketing purposes, the Personal Data will no longer be processed for such purposes. To learn whether the Owner is processing Personal Data for direct marketing purposes, Users may refer to the relevant sections of this document.

How to exercise these rights

Any requests to exercise User rights can be directed to the Owner through the contact details provided in this document. These requests can be exercised free of charge and will be answered by the Owner as early as possible and always within one month, providing Users with the information required by law. Any rectification or erasure of Personal Data or restriction of processing will be communicated by the Owner to each recipient, if any, to whom the Personal Data has been disclosed unless this proves impossible or involves disproportionate effort. At the Users' request, the Owner will inform them about those recipients.

Cookie Policy

Cookie Policy of www.speak4me.io

This document informs Users about the technologies that help this Application to achieve the purposes described below. Such technologies allow the Owner to access and store information (for example by using a Cookie) or use resources (for example by running a script) on a User's device as they interact with this Application.

For simplicity, all such technologies are defined as "Trackers" within this document - unless there is a reason to differentiate.

For example, while Cookies can be used on both web and mobile browsers, it would be inaccurate to talk about Cookies in the context of mobile apps as they are a browser-based Tracker. For this reason, within this document, the term Cookies is only used where it is specifically meant to indicate that particular type of Tracker.

Some of the purposes for which Trackers are used may also require the User's consent. Whenever consent is given, it can be freely withdrawn at any time following the instructions provided in this document.

This Application uses Trackers managed directly by the Owner (so-called "first-party" Trackers) and Trackers that enable services provided by a third-party (so-called "third-party" Trackers). Unless otherwise specified within this document, third-party providers may access the Trackers managed by them.

The validity and expiration periods of Cookies and other similar Trackers may vary depending on the lifetime set by the Owner or the relevant provider. Some of them expire upon termination of the User's browsing session.

In addition to what's specified in the descriptions within each of the categories below, Users may find more precise and updated information regarding lifetime specification as well as any other relevant information — such as the presence of other Trackers — in the linked privacy policies of the respective third-party providers or by contacting the Owner.

Activities strictly necessary for the operation of this Application and delivery of the Service

This Application uses so-called "technical" Cookies and other similar Trackers to carry out activities that are strictly necessary for the operation or delivery of the Service.

Other activities involving the use of Trackers

Measurement

This Application uses Trackers to measure traffic and analyze User behavior with the goal of improving the Service.

- **Analytics**

The services contained in this section enable the Owner to monitor and analyze web traffic and can be used to keep track of User behavior.

Google Analytics

Google Analytics is a web analysis service provided by Google LLC or by Google Ireland Limited, depending on how the Owner manages the Data processing, ("Google"). Google utilizes the Data collected to track and examine the use of this Application, to prepare reports on its activities and share them with other Google services. Google may use the Data collected to contextualize and personalize the ads of its own advertising network.

Personal Data processed: Trackers and Usage Data.

Place of processing: United States - [Privacy Policy](#) - [Opt Out](#); Ireland - [Privacy Policy](#) - [Opt Out](#).

Storage duration:

- AMP_TOKEN: 1 hour
- _ga: 2 years
- _gac*: 3 months
- _gat: 1 minute
- _gid: 1 day

How to manage preferences and provide or withdraw consent

There are various ways to manage Tracker related preferences and to provide and withdraw consent, where relevant:

Users can manage preferences related to Trackers from directly within their own device settings, for example, by

preventing the use or storage of Trackers.

Additionally, whenever the use of Trackers is based on consent, Users can provide or withdraw such consent by setting their preferences within the cookie notice or by updating such preferences accordingly via the relevant consent-preferences widget, if available.

It is also possible, via relevant browser or device features, to delete previously stored Trackers, including those used to remember the User's initial consent.

Other Trackers in the browser's local memory may be cleared by deleting the browsing history.

With regard to any third-party Trackers, Users can manage their preferences and withdraw their consent via the related opt-out link (where provided), by using the means indicated in the third party's privacy policy, or by contacting the third party.

Locating Tracker Settings

Users can, for example, find information about how to manage Cookies in the most commonly used browsers at the following addresses:

- [Google Chrome](#)
- [Mozilla Firefox](#)
- [Apple Safari](#)
- [Microsoft Internet Explorer](#)
- [Microsoft Edge](#)
- [Brave](#)
- [Opera](#)

Users may also manage certain categories of Trackers used on mobile apps by opting out through relevant device settings such as the device advertising settings for mobile devices, or tracking settings in general (Users may open the device settings and look for the relevant setting).

Consequences of denying consent

Users are free to decide whether or not to grant consent. However, please note that Trackers help this Application to provide a better experience and advanced functionalities to Users (in line with the purposes outlined in this document). Therefore, in the absence of the User's consent, the Owner may be unable to provide related features.

Owner and Data Controller

Bakery Scent s.r.l. - Via Carlo Giuseppe Merlo 3, 20122 Milano

Owner contact email: support@bakeryscent.com

Since the use of third-party Trackers through this Application cannot be fully controlled by the Owner, any specific references to third-party Trackers are to be considered indicative. In order to obtain complete information, Users are kindly requested to consult the privacy policies of the respective third-party services listed in this document.

Given the objective complexity surrounding tracking technologies, Users are encouraged to contact the Owner should they wish to receive any further information on the use of such technologies by this Application.

Definitions and legal references

Personal Data (or Data)

Any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.

Usage Data

Information collected automatically through this Application (or third-party services employed in this Application), which can include: the IP addresses or domain names of the computers utilized by the Users who use this Application, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Application) and the details about the path followed within the Application with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the User's IT environment.

User

The individual using this Application who, unless otherwise specified, coincides with the Data Subject.

Data Subject

The natural person to whom the Personal Data refers.

Data Processor (or Processor)

The natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, as described in this privacy policy.

Data Controller (or Owner)

The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, including the security measures concerning the operation and use of this Application. The Data Controller, unless otherwise specified, is the Owner of this Application.

This Application

The means by which the Personal Data of the User is collected and processed.

Service

The service provided by this Application as described in the relative terms (if available) and on this site/application.

European Union (or EU)

Unless otherwise specified, all references made within this document to the European Union include all current member states to the European Union and the European Economic Area.

Cookie

Cookies are Trackers consisting of small sets of data stored in the User's browser.

Tracker

Tracker indicates any technology - e.g Cookies, unique identifiers, web beacons, embedded scripts, e-tags and fingerprinting - that enables the tracking of Users, for example by accessing or storing information on the User's device.

Legal information

This privacy statement has been prepared based on provisions of multiple legislations, including Art. 13/14 of Regulation (EU) 2016/679 (General Data Protection Regulation).

This privacy policy relates solely to this Application, if not stated otherwise within this document.

Latest update: May 23, 2023

Additional information about Data collection and processing

Legal action

The User's Personal Data may be used for legal purposes by the Owner in Court or in the stages leading to possible legal action arising from improper use of this Application or the related Services.

The User declares to be aware that the Owner may be required to reveal personal data upon request of public authorities.

Additional information about User's Personal Data

In addition to the information contained in this privacy policy, this Application may provide the User with additional and contextual information concerning particular Services or the collection and processing of Personal Data upon request.

System logs and maintenance

For operation and maintenance purposes, this Application and any third-party services may collect files that record interaction with this Application (System logs) or use other Personal Data (such as the IP Address) for this purpose.

Information not contained in this policy

More details concerning the collection or processing of Personal Data may be requested from the Owner at any time. Please see the contact information at the beginning of this document.

How "Do Not Track" requests are handled

This Application does not support “Do Not Track” requests.

To determine whether any of the third-party services it uses honor the “Do Not Track” requests, please read their privacy policies.

Changes to this privacy policy

The Owner reserves the right to make changes to this privacy policy at any time by notifying its Users on this page and possibly within this Application and/or - as far as technically and legally feasible - sending a notice to Users via any contact information available to the Owner. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom.

Should the changes affect processing activities performed on the basis of the User’s consent, the Owner shall collect new consent from the User, where required.

Information for Californian consumers

This part of the document integrates with and supplements the information contained in the rest of the privacy policy and is provided by the business running this Application and, if the case may be, its parent, subsidiaries and affiliates (for the purposes of this section referred to collectively as “we”, “us”, “our”).

The provisions contained in this section apply to all Users (Users are referred to below, simply as “you”, “your”, “yours”), who are consumers residing in the state of California, United States of America, according to the "[California Consumer Privacy Act of 2018](#)" (the "CCPA"), as updated by the "California Privacy Rights Act" (the "CPRA") and subsequent regulations. For such consumers, these provisions supersede any other possibly divergent or conflicting provisions contained in the privacy policy.

This part of the document uses the term “personal information” as defined in the California Consumer Privacy Act (CCPA/CPRA).

Notice at collection

Categories of personal information collected, used, sold, or shared

In this section we summarize the categories of personal information that we've collected, used, sold, or shared and the purposes thereof. **You can read about these activities in detail in the section titled “Detailed information on the processing of Personal Data” within this document.**

Information we collect: the categories of personal information we collect

We have collected the following categories of personal information about you: identifiers and internet information.

We do not collect sensitive personal information.

We will not collect additional categories of personal information without notifying you.

What are the purposes for which we use your personal information?

We may use your personal information to allow the operational functioning of this Application and features thereof (“business purposes”). In such cases, your personal information will be processed in a fashion necessary and proportionate to the business purpose for which it was collected, and strictly within the limits of compatible operational purposes.

We may also use your personal information for other reasons such as for commercial purposes (as indicated within the section “Detailed information on the processing of Personal Data” within this document), as well as for complying with the law and defending our rights before the competent authorities where our rights and interests are threatened or we suffer an actual damage.

We won’t process your information for unexpected purposes, or for purposes incompatible with the purposes originally disclosed, without your consent.

How long do we keep your personal information?

Unless stated otherwise inside the “Detailed information on the processing of Personal Data” section, we will not retain your personal information for longer than is reasonably necessary for the purpose(s) they have been collected for.

How we collect information: what are the sources of the personal information we collect?

We collect the above-mentioned categories of personal information, either directly or indirectly, from you when you use this Application.

For example, you directly provide your personal information when you submit requests via any forms on this Application. You also provide personal information indirectly when you navigate this Application, as personal information about you is automatically observed and collected.

Finally, we may collect your personal information from third parties that work with us in connection with the Service or with the functioning of this Application and features thereof.

How we use the information we collect: disclosing of your personal information with third parties for a business purpose

For our purposes, the word “third party” means a person who is not any of the following: a service provider or a contractor, as defined by the CCPA.

We disclose your personal information with the third parties **listed in detail in the section titled “Detailed information on the processing of Personal Data” within this document**. These third parties are grouped and categorized in accordance with the different purposes of processing.

Sale or sharing of your personal information

For our purposes, the word “sale” means any “selling, renting, releasing, disclosing, disseminating, making available, transferring or otherwise communicating orally, in writing, or by electronic means, a consumer's personal information by the business to **a third party, for monetary or other valuable consideration**”, as defined by the CCPA.

This means that, for example, a sale can happen whenever an application runs ads, or makes statistical analyses on the traffic or views, or simply because it uses tools such as social network plugins and the like.

For our purposes, the word “sharing” means any “sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's personal information by the business to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between a business and a third party for cross-context behavioral advertising for the benefit of a business in which no money is exchanged”, as defined by the CCPA. Please note that the exchange of personal information with a service provider pursuant to a written contract that meets the requirements set by the CCPA, does not constitute a sale or sharing of your personal information.

Your right to opt out of the sale or sharing of your personal information and how you can exercise it

We sell or share your personal information with the third parties **listed in detail in the section titled “Detailed information on the processing of Personal Data” within this document**. These third parties are grouped and categorized in accordance with the different purposes of processing.

You have the right to opt out of the sale or sharing of your personal information. This means that whenever you request us to stop selling or sharing your personal information, we will abide by your request.

Such requests can be made freely, at any time, without submitting any verifiable request.

To fully exercise your right to opt out, you can contact us at any time using the contact details provided in this document.

For a simplified opt-out method you can also use the privacy choices link provided on this Application.

If you want to submit requests to opt out of the sale or sharing of personal information via a user-enabled global privacy control, like the Global Privacy Control (“GPC”), you are free to do so and we will abide by such request. The GPC consists of a setting or extension in the browser or mobile device and acts as a mechanism that websites can use to indicate they support the GPC signal. If you want to use GPC, you can download and enable it via a [participating browser](#) or browser extension. More information about downloading GPC is available [here](#).

We use any personal information collected from you in connection with the submission of your opt-out request solely for the purposes of complying with the opt-out request.

Once you have opted out, we are required to wait at least 12 months before asking whether you have changed your mind.

Your privacy rights under the California Consumer Privacy Act and how to exercise them

The right to access personal information: the right to know and to portability

You have the right to request that we disclose to you:

- the categories of personal information that we collect about you;
- the sources from which the personal information is collected;
- the purposes for which we use your information;
- to whom we disclose such information;
- the specific pieces of personal information we have collected about you.

You also have **the right to know what personal information is sold or shared and to whom**. In particular, you have the right to request two separate lists from us where we disclose:

- the categories of personal information that we sold or shared about you and the categories of third parties to whom the personal information was sold or shared;
- the categories of personal information that we disclosed about you for a business purpose and the categories of persons to whom it was disclosed for a business purpose.

The disclosure described above will be limited to the personal information collected or used over the past 12 months.

If we deliver our response electronically, the information enclosed will be "portable", i.e. delivered in an easily usable format to enable you to transmit the information to another entity without hindrance — provided that this is technically feasible.

The right to request the deletion of your personal information

You have the right to request that we delete any of your personal information, subject to exceptions set forth by the law (such as, including but not limited to, where the information is used to identify and repair errors on this Application, to detect security incidents and protect against fraudulent or illegal activities, to exercise certain rights etc.).

If no legal exception applies, as a result of exercising your right, we will delete your personal information and notify any of our service providers and all third parties to whom we have sold or shared the personal information to do so — provided that this is technically feasible and doesn't involve disproportionate effort.

The right to correct inaccurate personal information

You have the right to request that we correct any inaccurate personal information we maintain about you, taking into account the nature of the personal information and the purposes of the processing of the personal information.

The right to opt out of sale or sharing of personal information and to limit the use of your sensitive personal information

You have the right to opt out of the sale or sharing of your personal information. You also have the right to request that we limit our use or disclosure of your sensitive personal information.

The right of no retaliation following opt-out or exercise of other rights (the right to non-discrimination)

We will not discriminate against you for exercising your rights under the CCPA. This means that we will not discriminate against you, including, but not limited to, by denying goods or services, charging you a different price, or providing a different level or quality of goods or services just because you exercised your consumer privacy rights.

However, if you refuse to provide your personal information to us or ask us to delete or stop selling your personal information, and that personal information or sale is necessary for us to provide you with goods or services, we may not be able to complete that transaction.

To the extent permitted by the law, we may offer you promotions, discounts, and other deals in exchange for collecting, keeping, or selling your personal information, provided that the financial incentive offered is reasonably related to the value of your personal information.

How to exercise your rights

To exercise the rights described above, you need to submit your verifiable request to us by contacting us via the details provided in this document.

For us to respond to your request, it's necessary that we know who you are. Therefore, you can only exercise the above rights by making a verifiable request which 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 will not respond to any request if we are unable to verify your identity and therefore confirm the personal information in our possession actually relates to you.

Making a verifiable consumer request does not require you to create an account with us. We will use any personal information collected from you in connection with the verification of your request solely for the purposes of verification and shall not further disclose the personal information, retain it longer than necessary for purposes of verification, or use it for unrelated purposes.

If you cannot personally submit a verifiable request, you can authorize a person registered with the California Secretary of State to act on your behalf.

If you are an adult, you can make a verifiable request on behalf of a minor under your parental authority.

You can submit a maximum number of 2 requests over a period of 12 months.

How and when we are expected to handle your request

We will confirm receipt of your verifiable request within 10 days and provide information about how we will process your request.

We will respond to your request within 45 days of its receipt. Should we need more time, we will explain to you the reasons why, and how much more time we need. In this regard, please note that we may take up to 90 days to fulfill your request.

Our disclosure(s) will cover the preceding 12-month period. Only with regard to personal information collected on or after January 1, 2022, you have the right to request that we disclose information beyond the 12-month period, and we will provide them to you unless doing so proves impossible or would involve a disproportionate effort.

Should we deny your request, we will explain you the reasons behind our denial.

We do not charge a fee to process or respond to your verifiable request unless such request is manifestly unfounded or excessive. In such cases, we may charge a reasonable fee, or refuse to act on the request. In either case, we will communicate our choices and explain the reasons behind it.

Information for Virginia consumers

This part of the document integrates with and supplements the information contained in the rest of the privacy policy and is provided by the controller running this Application and, if the case may be, its parent, subsidiaries and affiliates (for the purposes of this section referred to collectively as “we”, “us”, “our”).

The provisions contained in this section apply to all Users (Users are referred to below, simply as “you”, “your”, “yours”), who are consumers residing in the Commonwealth of Virginia, according to the [“Virginia Consumer Data Protection Act”](#) (the “VCDPA”), and, for such consumers, these provisions supersede any other possibly divergent or conflicting provisions contained in the privacy policy.

This part of the document uses the term “personal data” as defined in the VCDPA.

Categories of personal data processed

In this section, we summarize the categories of personal data that we've processed and the purposes thereof. **You can read about these activities in detail in the section titled “Detailed information on the processing of Personal Data” within this document.**

Categories of personal data we collect

We have collected the following categories of personal data: identifiers and internet information

We do not collect sensitive data.

We will not collect additional categories of personal data without notifying you.

Why we process your personal data

To find out why we process your personal data, you can read the sections titled “Detailed information on the processing of Personal Data” and “The purposes of processing” within this document.

We won't process your information for unexpected purposes, or for purposes incompatible with the purposes originally disclosed, without your consent.

You can freely give, deny, or withdraw such consent at any time using the contact details provided in this document.

How we use the data we collect: sharing of your personal data with third parties

We share your personal data with the third parties **listed in detail in the section titled “Detailed information on the processing of Personal Data” within this document.** These third parties are grouped and categorized in accordance with the different purposes of processing.

For our purposes, the word "third party" means "a natural or legal person, public authority, agency, or body other than the consumer, controller, processor, or an affiliate of the processor or the controller" as defined by the VCDPA.

Sale of your personal data

For our purposes, the word “sale” means any “exchange of personal data for monetary consideration by us to a third party” as defined by the VCDPA.

Please note that according to the VCDPA, the disclosure of personal data to a processor that processes personal data on behalf of a controller does not constitute a sale.

As specified in the “Detailed information on the processing of Personal Data” section of this document, our use of your personal information may be considered a sale under VCDPA.

Your right to opt out of the sale of your personal data and how you can exercise it

You have the right to opt out of the sale of your personal data. This means that whenever you request us to stop selling your data, we will abide by your request. To fully exercise your right to opt out you can contact us at any time using the contact details provided in this document.

We use any personal data collected from you in connection with the submission of your opt-out request solely for the purpose of complying with the request.

Processing of your personal data for targeted advertising

We do not process your personal data for targeted advertising. If we decide to do so, we will inform you beforehand and will grant your right to opt out of the processing of your personal data for targeted advertising.

Your privacy rights under the Virginia Consumer Data Protection Act and how to exercise them

You may exercise certain rights regarding your data processed by us. In particular, you have the right to do the following:

- **access personal data: the right to know.** You have the right to request that we confirm whether or not we are processing your personal data. You also have the right to access such personal data.
- **correct inaccurate personal data.** You have the right to request that we correct any inaccurate personal data we maintain about you, taking into account the nature of the personal data and the purposes of the processing of the personal data.
- **request the deletion of your personal data.** You have the right to request that we delete any of your personal data.
- **obtain a copy of your personal data.** We will provide your personal data in a portable and usable format that allows you to transfer data easily to another entity — provided that this is technically feasible.
- **opt out of the processing of your personal data for the purposes of targeted advertising, the sale of personal data, or profiling** in furtherance of decisions that produce legal or similarly significant effects concerning you.
- **non-discrimination.** We will not discriminate against you for exercising your rights under the VCDPA. This means that we will not, among other things, deny goods or services, charge you a different price, or provide a different level or quality of goods or services just because you exercised your consumer privacy rights. However, if you refuse to provide your personal data to us or ask us to delete or stop selling your personal data, and that personal data or sale is necessary for us to provide you with goods or services, we may not be able to complete that transaction. To the extent permitted by the law, we may offer a different price, rate, level, quality, or selection of goods or services to you, including offering goods or services for no fee, if you have exercised your right to opt out, or our offer is related to your voluntary participation in a bona fide loyalty, rewards, premium features, discounts, or club card program.

How to exercise your rights

To exercise the rights described above, you need to submit your request to us by contacting us via the contact details provided in this document.

For us to respond to your request, we need to know who you are.

We will not respond to any request if we are unable to verify your identity using commercially reasonable efforts and therefore confirm that the personal data in our possession actually relates to you. In such cases, we may request that you provide additional information which is reasonably necessary to authenticate you and your request.

Making a consumer request does not require you to create an account with us. However, we may require you to use your existing account. We will use any personal data collected from you in connection with your request solely for the purposes of authentication, without further disclosing the personal data, retaining it longer than necessary for purposes of authentication, or using it for unrelated purposes.

If you are an adult, you can make a request on behalf of a minor under your parental authority.

How and when we are expected to handle your request

We will respond to your request without undue delay, but in all cases and at the latest within 45 days of its receipt. Should we need more time, we will explain to you the reasons why, and how much more time we need. In this regard, please note that we may take up to 90 days to fulfill your request.

Should we deny your request, we will explain to you the reasons behind our denial without undue delay, but in all cases and at the latest within 45 days of receipt of the request. It is your right to appeal such decision by submitting a request to us via the details provided in this document. Within 60 days of receipt of the appeal, we will inform you in writing of any action taken or not taken in response to the appeal, including a written explanation of the reasons for the decisions. If the appeal is denied you may [contact the Attorney General to submit a complaint](#).

We do not charge a fee to respond to your request, for up to two requests per year. If your request is manifestly unfounded, excessive or repetitive, we may charge a reasonable fee or refuse to act on the request. In either case, we will communicate our choices and explain the reasons behind them.

Information for Colorado consumers

This part of the document integrates with and supplements the information contained in the rest of the privacy policy and is provided by the controller running this Application and, if the case may be, its parent, subsidiaries and affiliates (for the purposes of this section referred to collectively as “we”, “us”, “our”).

The provisions contained in this section apply to all Users (Users are referred to below, simply as “you”, “your”, “yours”), who are consumers residing in the State of Colorado, according to the “Colorado Privacy Act” (the “CPA”), and, for such consumers, these provisions supersede any other possibly divergent or conflicting provisions contained in

the privacy policy.

This part of the document uses the term "personal data" as defined in the CPA.

Categories of personal data processed

In this section, we summarize the categories of personal data that we've processed and the purposes thereof. **You can read about these activities in detail in the section titled "Detailed information on the processing of Personal Data" within this document.**

Categories of personal data we collect

We have collected the following categories of personal data: identifiers and internet information

We do not collect sensitive data.

We will not collect additional categories of personal data without notifying you.

Why we process your personal data

To find out why we process your personal data, you can read the sections titled "Detailed information on the processing of Personal Data" and "The purposes of processing" within this document.

We won't process your information for unexpected purposes, or for purposes incompatible with the purposes originally disclosed, without your consent.

You can freely give, deny, or withdraw such consent at any time using the contact details provided in this document.

How we use the data we collect: sharing of your personal data with third parties

We share your personal data with the third parties **listed in detail in the section titled "Detailed information on the processing of Personal Data" within this document.** These third parties are grouped and categorized in accordance with the different purposes of processing.

For our purposes, the word "third party" means "a person, public authority, agency, or body other than a consumer, controller, processor, or affiliate of the processor or the controller." as defined by the CPA.

Sale of your personal data

As specified in the "Detailed information on the processing of Personal Data" section of this document, our use of your personal data may be considered a sale under the CPA.

For our purposes, the word "sale", "sell", or "sold" means "the exchange of personal data for monetary or other valuable consideration by a controller to a third party" as defined by the CPA.

Please note that according to the CPA, the disclosure of personal data to a processor that processes personal data on behalf of a controller does not constitute a sale.

Your right to opt out of the sale of your personal data and how you can exercise it

You have the right to opt out of the sale of your personal data. This means that whenever you request us to stop selling your data, we will abide by your request.

To fully exercise your right to opt out you can contact us at any time, using the contact details provided in this document.

For a simplified opt-out method you can also use the privacy choices link provided on this Application.

We use any personal data collected from you in connection with the submission of your opt-out request solely for the purpose of complying with the request.

Processing of your personal data for targeted advertising

We do not process your personal data for targeted advertising. If we decide to do so, we will inform you beforehand and will grant your right to opt out of the processing of your personal data for targeted advertising.

For our purposes, the word "targeted advertising" means "displaying to a consumer an advertisement that is selected based on personal data obtained or inferred over time from the consumer's activities across nonaffiliated websites, applications, or online services to predict consumer preferences or interests" as defined by CPA.

Universal opt-out mechanism: Global privacy control

If you want to submit frictionless requests to opt-out of the targeted advertising via a user-enabled global privacy control, like the Global Privacy Control ("[GPC](#)"), you are free to do so and we will abide by such request. The GPC consists of a setting or extension in the browser or mobile device and acts as a mechanism that websites can use to

indicate they support the GPC signal. If you want to use GPC, you can download and enable it via a participating browser or browser extension. More information about downloading GPC is available [here](#).

Your privacy rights under the Colorado Privacy Act and how to exercise them

You may exercise certain rights regarding your data processed by us. In particular, you have the right to do the following:

- opt out of the processing of your personal data for the purposes of targeted advertising, the sale of personal data, or profiling in furtherance of decisions that produce legal or similarly significant effects concerning you.
- access personal data. You have the right to request that we confirm whether or not we are processing your personal data. You also have the right to access such personal data.
- correct inaccurate personal data. You have the right to request that we correct any inaccurate personal data we maintain about you, taking into account the nature of the personal data and the purposes of the processing of the personal data.
- request the deletion of your personal data. You have the right to request that we delete any of your personal data.
- obtain a copy of your personal data. We will provide your personal data in a portable and usable format that allows you to transfer data easily to another entity – provided that this is technically feasible.

In any case, we will not increase the cost of, or decrease the availability of, a product or service, based solely on the exercise of any of your rights and unrelated to the feasibility or the value of a service. However, to the extent permitted by the law, we may offer a different price, rate, level, quality, or selection of goods or services to you, including offering goods or services for no fee, if our offer is related to your voluntary participation in a bona fide loyalty, rewards, premium features, discounts, or club card program.

How to exercise your rights

To exercise the rights described above, you need to submit your request to us by contacting us via the contact details provided in this document.

For us to respond to your request, we need to know who you are and which right you wish to exercise.

We will not respond to any request if we are unable to verify your identity using commercially reasonable efforts and therefore confirm that the personal data in our possession actually relate to you. In such cases, we may request that you provide additional information which is reasonably necessary to authenticate you and your request.

Making a consumer request does not require you to create an account with us. However, we may require you to use your existing account. We will use any personal data collected from you in connection with your request solely for the purposes of authentication, without further disclosing the personal data, retaining it longer than necessary for purposes of authentication, or using it for unrelated purposes.

If you are an adult, you can make a request on behalf of a child under your parental authority.

How and when we are expected to handle your request

We will respond to your request without undue delay, but in all cases and at the latest within 45 days of its receipt. Should we need more time, we will explain to you the reasons why, and how much more time we need. In this regard, please note that we may take up to 90 days to fulfill your request.

Should we deny your request, we will explain to you the reasons behind our denial without undue delay, but in all cases and at the latest within 45 days of receipt of the request. It is your right to appeal such decision by submitting a request to us via the details provided in this document. Within 45 days of receipt of the appeal, we will inform you in writing of any action taken or not taken in response to the appeal, including a written explanation of the reasons for the decisions. If the appeal is denied you may contact the Attorney General to submit a complaint.

We do not charge a fee to respond to your request, for up to two requests per year.

Information for Connecticut consumers

This part of the document integrates with and supplements the information contained in the rest of the privacy policy and is provided by the controller running this Application and, if the case may be, its parent, subsidiaries and affiliates (for the purposes of this section referred to collectively as “we”, “us”, “our”).

The provisions contained in this section apply to all Users (Users are referred to below, simply as “you”, “your”, “yours”), who are consumers residing in the State of Connecticut, according to “An Act Concerning Personal Data Privacy and Online Monitoring” (also known as “The Connecticut Data Privacy Act” or the “CTDPA”), and, for such consumers, these provisions supersede any other possibly divergent or conflicting provisions contained in the privacy policy.

This part of the document uses the term “personal data” as defined in the CTDPA.

Categories of personal data processed

In this section, we summarize the categories of personal data that we've processed and the purposes thereof. **You can**

read about these activities in detail in the section titled “Detailed information on the processing of Personal Data” within this document.

Categories of personal data we collect

We have collected the following categories of personal data: identifiers and internet information

We do not collect sensitive data.

We will not collect additional categories of personal data without notifying you.

Why we process your personal data

To find out why we process your personal data, you can read the sections titled “Detailed information on the processing of Personal Data” and “The purposes of processing” within this document.

We won't process your information for unexpected purposes, or for purposes incompatible with the purposes originally disclosed, without your consent.

You can freely give, deny, or withdraw such consent at any time using the contact details provided in this document.

How we use the data we collect: sharing of your personal data with third parties

We share your personal data with the third parties **listed in detail in the section titled “Detailed information on the processing of Personal Data” within this document.** These third parties are grouped and categorized in accordance with the different purposes of processing.

For our purposes, the word "third party" means "a person, public authority, agency, or body other than a consumer, controller, processor, or affiliate of the processor or the controller." as defined by the CTDPA.

Sale of your personal data

As specified in the “Detailed information on the processing of Personal Data” section of this document, our use of your personal data may be considered a sale under the CTDPA.

For our purposes, the word "sale", "sell", or "sold" means "the exchange of personal data for monetary or other valuable consideration by a controller to a third party" as defined by the CTDPA.

Please note that according to the CTDPA, the disclosure of personal data to a processor that processes personal data on behalf of a controller does not constitute a sale.

Your right to opt out of the sale of your personal data and how you can exercise it

You have the right to opt out of the sale of your personal data. This means that whenever you request us to stop selling your data, we will abide by your request.

To fully exercise your right to opt out you can contact us at any time, using the contact details provided in this document.

For a simplified opt-out method you can also use the privacy choices link provided on this Application.

We use any personal data collected from you in connection with the submission of your opt-out request solely for the purpose of complying with the request.

Processing of your personal data for targeted advertising

We do not process your personal data for targeted advertising. If we decide to do so, we will inform you beforehand and will grant your right to opt out of the processing of your personal data for targeted advertising.

For our purposes, the word "targeted advertising" means "displaying to a consumer an advertisement that is selected based on personal data obtained or inferred over time from the consumer's activities across nonaffiliated websites, applications, or online services to predict consumer preferences or interests" as defined by CTDPA.

Universal opt-out mechanism: Global privacy control

If you want to submit frictionless requests to opt-out of the targeted advertising via a user-enabled global privacy control, like the Global Privacy Control (“[GPC](#)”), you are free to do so and we will abide by such request. The GPC consists of a setting or extension in the browser or mobile device and acts as a mechanism that websites can use to indicate they support the GPC signal. If you want to use GPC, you can download and enable it via a participating browser or browser extension. More information about downloading GPC is available [here](#).

Your privacy rights under the Connecticut Data Privacy Act and how to exercise them

You may exercise certain rights regarding your data processed by us. In particular, you have the right to do the following:

- access personal data. You have the right to request that we confirm whether or not we are processing your personal data. You also have the right to access such personal data.
- correct inaccurate personal data. You have the right to request that we correct any inaccurate personal data we maintain about you, taking into account the nature of the personal data and the purposes of the processing of the personal data.
- request the deletion of your personal data. You have the right to request that we delete any of your personal data.
- obtain a copy of your personal data. We will provide your personal data in a portable and usable format that allows you to transfer data easily to another entity – provided that this is technically feasible.
- opt out of the processing of your personal data for the purposes of targeted advertising, the sale of personal data, or profiling in furtherance of decisions that produce legal or similarly significant effects concerning you.

In any case, we will not increase the cost of, or decrease the availability of, a product or service, based solely on the exercise of any of your rights and unrelated to the feasibility or the value of a service. However, to the extent permitted by the law, we may offer a different price, rate, level, quality, or selection of goods or services to you, including offering goods or services for no fee, if our offer is related to your voluntary participation in a bona fide loyalty, rewards, premium features, discounts, or club card program.

How to exercise your rights

To exercise the rights described above, you need to submit your request to us by contacting us via the contact details provided in this document.

For us to respond to your request, we need to know who you are and which right you wish to exercise.

We will not respond to any request if we are unable to verify your identity using commercially reasonable efforts and therefore confirm that the personal data in our possession actually relate to you. In such cases, we may request that you provide additional information which is reasonably necessary to authenticate you and your request.

Making a consumer request does not require you to create an account with us. However, we may require you to use your existing account. We will use any personal data collected from you in connection with your request solely for the purposes of authentication, without further disclosing the personal data, retaining it longer than necessary for purposes of authentication, or using it for unrelated purposes.

If you are an adult, you can make a request on behalf of a child under your parental authority.

How and when we are expected to handle your request

We will respond to your request without undue delay, but in all cases and at the latest within 45 days of its receipt. Should we need more time, we will explain to you the reasons why, and how much more time we need. In this regard, please note that we may take up to 90 days to fulfill your request.

Should we deny your request, we will explain to you the reasons behind our denial without undue delay, but in all cases and at the latest within 45 days of receipt of the request. It is your right to appeal such decision by submitting a request to us via the details provided in this document. Within 45 days of receipt of the appeal, we will inform you in writing of any action taken or not taken in response to the appeal, including a written explanation of the reasons for the decisions. If the appeal is denied you may contact the Attorney General to submit a complaint.

We do not charge a fee to respond to your request, for up to one request per year.

Information for Utah consumers

This part of the document integrates with and supplements the information contained in the rest of the privacy policy and is provided by the controller running this Application and, if the case may be, its parent, subsidiaries and affiliates (for the purposes of this section referred to collectively as “we”, “us”, “our”).

The provisions contained in this section apply to all Users (Users are referred to below, simply as “you”, “your”, “yours”), who are consumers residing in the State of Utah, according to the “Consumer Privacy Act” (the “UCPA”), and, for such consumers, these provisions supersede any other possibly divergent or conflicting provisions contained in the privacy policy.

This part of the document uses the term “personal data” as defined in the UCPA.

Categories of personal data processed

In this section, we summarize the categories of personal data that we've processed and the purposes thereof. **You can read about these activities in detail in the section titled “Detailed information on the processing of Personal Data” within this document.**

Categories of personal data we collect

We have collected the following categories of personal data: identifiers and internet information

We do not collect sensitive data.

We will not collect additional categories of personal data without notifying you.

Why we process your personal data

To find out why we process your personal data, you can read the sections titled "Detailed information on the processing of Personal Data" and "The purposes of processing" within this document.

How we use the data we collect: sharing of your personal data with third parties

We share your personal data with the third parties **listed in detail in the section titled "Detailed information on the processing of Personal Data" within this document**. These third parties are grouped and categorized in accordance with the different purposes of processing.

For our purposes, the word "third party" means "a person other than: the consumer, controller, or processor; or an affiliate or contractor of the controller or the processor" as defined by the UCPA.

Sale of your personal data

As specified in the "Detailed information on the processing of Personal Data" section of this document, our use of your personal data may be considered a sale under the UCPA.

For our purposes, the word "sale", "sell", or "sold" means "the exchange of personal data for monetary or other valuable consideration by a controller to a third party" as defined by the UCPA.

Please note that according to the UCPA, the disclosure of personal data to a processor that processes personal data on behalf of a controller does not constitute a sale.

Your right to opt out of the sale of your personal data and how you can exercise it

You have the right to opt out of the sale of your personal data. This means that whenever you request us to stop selling your data, we will abide by your request.

To fully exercise your right to opt out you can contact us at any time, using the contact details provided in this document.

For a simplified opt-out method you can also use the privacy choices link provided on this Application.

We use any personal data collected from you in connection with the submission of your opt-out request solely for the purpose of complying with the request.

Processing of your personal data for targeted advertising

We do not process your personal data for targeted advertising. If we decide to do so, we will inform you beforehand and will grant your right to opt out of the processing of your personal data for targeted advertising.

For our purposes, the word "targeted advertising" means "displaying to a consumer an advertisement that is selected based on personal data obtained or inferred over time from the consumer's activities across nonaffiliated websites, applications, or online services to predict consumer preferences or interests" as defined by UCPA.

Your privacy rights under the Utah Consumer Privacy Act and how to exercise them

You may exercise certain rights regarding your data processed by us. In particular, you have the right to do the following:

- access personal data. You have the right to request that we confirm whether or not we are processing your personal data. You also have the right to access such personal data.
- request the deletion of your personal data. You have the right to request that we delete any of your personal data.
- obtain a copy of your personal data. We will provide your personal data in a portable and usable format that allows you to transfer data easily to another entity - provided that this is technically feasible.
- opt out of the processing of your personal data for the purposes of targeted advertising or the sale of personal data.

In any case, we will not increase the cost of, or decrease the availability of, a product or service, based solely on the exercise of any of your rights and unrelated to the feasibility or the value of a service. However, to the extent permitted by the law, we may offer a different price, rate, level, quality, or selection of goods or services to you, including offering goods or services for no fee, if our offer is related to your voluntary participation in a bona fide loyalty, rewards, premium features, discounts, or club card program.

How to exercise your rights

To exercise the rights described above, you need to submit your request to us by contacting us via the contact details provided in this document.

For us to respond to your request, we need to know who you are and which right you wish to exercise.

We will not respond to any request if we are unable to verify your identity using commercially reasonable efforts and therefore confirm that the personal data in our possession actually relate to you. In such cases, we may request that you provide additional information which is reasonably necessary to authenticate you and your request.

If you are an adult, you can make a request on behalf of a child under your parental authority.

How and when we are expected to handle your request

We will respond to your request without undue delay, but in all cases and at the latest within 45 days of its receipt. Should we need more time, we will explain to you the reasons why, and how much more time we need. In this regard, please note that we may take up to 90 days to fulfill your request.

Should we deny your request, we will explain to you the reasons behind our denial without undue delay, but in all cases and at the latest within 45 days of receipt of the request.

We do not charge a fee to respond to your request, for up to one request per year.

Information for Users residing in Brazil

This part of the document integrates with and supplements the information contained in the rest of the privacy policy and is provided by the entity running this Application and, if the case may be, its parent, subsidiaries and affiliates (for the purposes of this section referred to collectively as “we”, “us”, “our”).

The provisions contained in this section apply to all Users who reside in Brazil, according to the "Lei Geral de Proteção de Dados" (Users are referred to below, simply as “you”, “your”, “yours”). For such Users, these provisions supersede any other possibly divergent or conflicting provisions contained in the privacy policy.

This part of the document uses the term “personal information” as it is defined in the Lei Geral de Proteção de Dados (LGPD).

The grounds on which we process your personal information

We can process your personal information solely if we have a legal basis for such processing. Legal bases are as follows:

- your consent to the relevant processing activities;
- compliance with a legal or regulatory obligation that lies with us;
- the carrying out of public policies provided in laws or regulations or based on contracts, agreements and similar legal instruments;
- studies conducted by research entities, preferably carried out on anonymized personal information;
- the carrying out of a contract and its preliminary procedures, in cases where you are a party to said contract;
- the exercising of our rights in judicial, administrative or arbitration procedures;
- protection or physical safety of yourself or a third party;
- the protection of health – in procedures carried out by health entities or professionals;
- our legitimate interests, provided that your fundamental rights and liberties do not prevail over such interests; and
- credit protection.

To find out more about the legal bases, you can contact us at any time using the contact details provided in this document.

Categories of personal information processed

To find out what categories of your personal information are processed, you can read the section titled “Detailed information on the processing of Personal Data” within this document.

Why we process your personal information

To find out why we process your personal information, you can read the sections titled “Detailed information on the processing of Personal Data” and “The purposes of processing” within this document.

Your Brazilian privacy rights, how to file a request and our response to your requests

Your Brazilian privacy rights

You have the right to:

- obtain confirmation of the existence of processing activities on your personal information;
- access to your personal information;
- have incomplete, inaccurate or outdated personal information rectified;
- obtain the anonymization, blocking or elimination of your unnecessary or excessive personal information, or of information that is not being processed in compliance with the LGPD;
- obtain information on the possibility to provide or deny your consent and the consequences thereof;
- obtain information about the third parties with whom we share your personal information;
- obtain, upon your express request, the portability of your personal information (except for anonymized information) to another service or product provider, provided that our commercial and industrial secrets are safeguarded;
- obtain the deletion of your personal information being processed if the processing was based upon your consent,

- unless one or more exceptions provided for in art. 16 of the LGPD apply;
- revoke your consent at any time;
 - lodge a complaint related to your personal information with the ANPD (the National Data Protection Authority) or with consumer protection bodies;
 - oppose a processing activity in cases where the processing is not carried out in compliance with the provisions of the law;
 - request clear and adequate information regarding the criteria and procedures used for an automated decision; and
 - request the review of decisions made solely on the basis of the automated processing of your personal information, which affect your interests. These include decisions to define your personal, professional, consumer and credit profile, or aspects of your personality.

You will never be discriminated against, or otherwise suffer any sort of detriment, if you exercise your rights.

How to file your request

You can file your express request to exercise your rights free from any charge, at any time, by using the contact details provided in this document, or via your legal representative.

How and when we will respond to your request

We will strive to promptly respond to your requests.

In any case, should it be impossible for us to do so, we'll make sure to communicate to you the factual or legal reasons that prevent us from immediately, or otherwise ever, complying with your requests. In cases where we are not processing your personal information, we will indicate to you the physical or legal person to whom you should address your requests, if we are in the position to do so.

In the event that you file an **access** or personal information **processing confirmation** request, please make sure that you specify whether you'd like your personal information to be delivered in electronic or printed form.

You will also need to let us know whether you want us to answer your request immediately, in which case we will answer in a simplified fashion, or if you need a complete disclosure instead.

In the latter case, we'll respond within 15 days from the time of your request, providing you with all the information on the origin of your personal information, confirmation on whether or not records exist, any criteria used for the processing and the purposes of the processing, while safeguarding our commercial and industrial secrets.

In the event that you file a **rectification, deletion, anonymization or personal information blocking** request, we will make sure to immediately communicate your request to other parties with whom we have shared your personal information in order to enable such third parties to also comply with your request — except in cases where such communication is proven impossible or involves disproportionate effort on our side.

Transfer of personal information outside of Brazil permitted by the law

We are allowed to transfer your personal information outside of the Brazilian territory in the following cases:

- when the transfer is necessary for international legal cooperation between public intelligence, investigation and prosecution bodies, according to the legal means provided by the international law;
- when the transfer is necessary to protect your life or physical security or those of a third party;
- when the transfer is authorized by the ANPD;
- when the transfer results from a commitment undertaken in an international cooperation agreement;
- when the transfer is necessary for the execution of a public policy or legal attribution of public service;
- when the transfer is necessary for compliance with a legal or regulatory obligation, the carrying out of a contract or preliminary procedures related to a contract, or the regular exercise of rights in judicial, administrative or arbitration procedures.

Definitions and legal references

Personal Data (or Data)

Any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.

Usage Data

Information collected automatically through this Application (or third-party services employed in this Application), which can include: the IP addresses or domain names of the computers utilized by the Users who use this Application, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Application) and the details about the path followed within the Application with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the User's IT environment.

User

The individual using this Application who, unless otherwise specified, coincides with the Data Subject.

Data Subject

The natural person to whom the Personal Data refers.

Data Processor (or Processor)

The natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, as described in this privacy policy.

Data Controller (or Owner)

The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, including the security measures concerning the operation and use of this Application. The Data Controller, unless otherwise specified, is the Owner of this Application.

This Application

The means by which the Personal Data of the User is collected and processed.

Service

The service provided by this Application as described in the relative terms (if available) and on this site/application.

European Union (or EU)

Unless otherwise specified, all references made within this document to the European Union include all current member states to the European Union and the European Economic Area.

Cookie

Cookies are Trackers consisting of small sets of data stored in the User's browser.

Tracker

Tracker indicates any technology - e.g Cookies, unique identifiers, web beacons, embedded scripts, e-tags and fingerprinting - that enables the tracking of Users, for example by accessing or storing information on the User's device.

Legal information

This privacy statement has been prepared based on provisions of multiple legislations, including Art. 13/14 of Regulation (EU) 2016/679 (General Data Protection Regulation).

This privacy policy relates solely to this Application, if not stated otherwise within this document.

Latest update: May 23, 2023

Privacy Policy of Speak4Me

This Application collects some Personal Data from its Users.

This document can be printed for reference by using the print command in the settings of any browser.

Policy summary

Personal Data processed for the following purposes and using the following services:

- ◦ **Analytics**
 - **Google Analytics for Firebase**

Personal Data: Application opens; Application updates; device information; geography/region; in-app purchases; launches; number of sessions; number of Users; operating systems; session duration; Trackers; Usage Data
- **Beta Testing**
 - **TestFlight**

Personal Data: app information; device logs; Usage Data
- **Contacting the User**
 - **Contact form**

Personal Data: email address
- **Content performance and features testing (A/B testing)**
 - **Firebase Remote Config**

Personal Data: various types of Data as specified in the privacy policy of the service
- **Handling payments**
 - **Payments processed via the Apple App Store**

Personal Data: purchase history
 - **RevenueCat**

Personal Data: Application opens; device information; Usage Data; User ID
- **Hosting and backend infrastructure**
 - **Firebase Cloud Firestore, Firebase Cloud Functions, Firebase Cloud Storage and Firebase Realtime Database**

Personal Data: Usage Data; various types of Data as specified in the privacy policy of the service
 - **Firebase Hosting**

Personal Data: various types of Data as specified in the privacy policy of the service
- **Infrastructure monitoring**
 - **Firebase Performance Monitoring**

Personal Data: various types of Data as specified in the privacy policy of the service
- **Managing contacts and sending messages**

- **Firebase Cloud Messaging and Firebase Notifications**

Personal Data: various types of Data as specified in the privacy policy of the service

- **Platform services and hosting**

- **App Store Connect**

Personal Data: diagnostics; product interaction; Usage Data

Further information about the processing of Personal Data

- ◦ **Push notifications**

This Application may send push notifications to the User to achieve the purposes outlined in this privacy policy.

Users may in most cases opt-out of receiving push notifications by visiting their device settings, such as the notification settings for mobile phones, and then change those settings for this Application, some or all of the apps on the particular device.

Users must be aware that disabling push notifications may negatively affect the utility of this Application.

- ◦ **Owner and Data Controller**

Bakery Scent s.r.l. - Via Carlo Giuseppe Merlo 3, 20122 Milano

Owner contact email: support@bakeryscent.com

Full policy

Bakery Scent s.r.l. - Via Carlo Giuseppe Merlo 3, 20122 Milano

Owner contact email: support@bakeryscent.com

Among the types of Personal Data that this Application collects, by itself or through third parties, there are: Usage Data; Trackers; device information; geography/region; number of Users; number of sessions; session duration; in-app purchases; Application opens; Application updates; launches; operating systems; app information; device logs; purchase history; diagnostics; product interaction; User ID; email address.

Complete details on each type of Personal Data collected are provided in the dedicated sections of this privacy policy or by specific explanation texts displayed prior to the Data collection.

Personal Data may be freely provided by the User, or, in case of Usage Data, collected automatically when using this Application.

Unless specified otherwise, all Data requested by this Application is mandatory and failure to provide this Data may make it impossible for this Application to provide its services. In cases where this Application specifically states that some Data is not mandatory, Users are free not to communicate this Data without consequences to the availability or the functioning of the Service.

Users who are uncertain about which Personal Data is mandatory are welcome to contact the Owner.

Any use of Cookies - or of other tracking tools — by this Application or

by the owners of third-party services used by this Application serves the purpose of providing the Service required by the User, in addition to any other purposes described in the present document and in the Cookie Policy, if available.

Users are responsible for any third-party Personal Data obtained, published or shared through this Application and confirm that they have the third party's consent to provide the Data to the Owner.

Mode and place of processing the Data

Methods of processing

The Owner takes appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data.

The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Owner, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of this Application (administration, sales, marketing, legal, system administration) or external parties (such as third-party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Owner at any time.

Legal basis of processing

The Owner may process Personal Data relating to Users if one of the following applies:

- Users have given their consent for one or more specific purposes. Note: Under some legislations the Owner may be allowed to process Personal Data until the User objects to such processing (“opt-out”), without having to rely on consent or any other of the following legal bases. This, however, does not apply, whenever the processing of Personal Data is subject to European data protection law;
- provision of Data is necessary for the performance of an agreement with the User and/or for any pre-contractual obligations thereof;
- processing is necessary for compliance with a legal obligation to which the Owner is subject;
- processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Owner;
- processing is necessary for the purposes of the legitimate interests pursued by the Owner or by a third party.

In any case, the Owner will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

The Data is processed at the Owner's operating offices and in any other places where the parties involved in the processing are located.

Depending on the User's location, data transfers may involve transferring the User's Data to a country other than their own. To find out more about the place of processing of such transferred Data, Users can check the section containing details about the processing of Personal Data.

Users are also entitled to learn about the legal basis of Data transfers to a country outside the European Union or to any international organization governed by public international law or set up by two or more countries, such as the UN, and about the security measures taken by the Owner to safeguard their Data.

If any such transfer takes place, Users can find out more by checking the relevant sections of this document or inquire with the Owner using the information provided in the contact section.

Personal Data shall be processed and stored for as long as required by the purpose they have been collected for.

Therefore:

- **Personal Data collected for purposes related to the performance of a contract between the Owner and the User shall be retained until such contract has been fully performed.**

- **Personal Data collected for the purposes of the Owner's legitimate interests shall be retained as long as needed to fulfill such purposes. Users may find specific information regarding the legitimate interests pursued by the Owner within the relevant sections of this document or by contacting the Owner.**

The Owner may be allowed to retain Personal Data for a longer period whenever the User has given consent to such processing, as long as such consent is not withdrawn. Furthermore, the Owner may be obliged to retain Personal Data for a longer period whenever required to do so for the performance of a legal obligation or upon order of an authority.

Once the retention period expires, Personal Data shall be deleted. Therefore, the right of access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

The Data concerning the User is collected to allow the Owner to provide its Service, comply with its legal obligations, respond to enforcement requests, protect its rights and interests (or those of its Users or third parties), detect any malicious or fraudulent activity, as well as the following: Hosting and backend infrastructure, Managing contacts and sending messages, Infrastructure monitoring, Content performance and features testing (A/B testing), Analytics, Beta Testing, Handling payments, Platform services and hosting and Contacting the User.

For specific information about the Personal Data used for each purpose, the User may refer to the section "Detailed information on the processing of Personal Data".

Detailed information on the processing of Personal Data

Personal Data is collected for the following purposes and using the following services:

- **Analytics**

The services contained in this section enable the Owner to monitor and analyze web traffic and can be used to keep track of User behavior.

Google Analytics for Firebase (Google LLC)

Google Analytics for Firebase or Firebase Analytics is an analytics service provided by Google LLC.

In order to understand Google's use of Data, consult [Google's partner policy](#).

Firebase Analytics may share Data with other tools provided by Firebase, such as Crash Reporting, Authentication, Remote Config or Notifications. The User may check this privacy policy to find a detailed explanation about the other tools used by the Owner.

This Application uses identifiers for mobile devices and technologies similar to cookies to run the Firebase Analytics service.

Users may opt-out of certain Firebase features through applicable device settings, such as the device advertising settings for mobile phones or by following the instructions in other Firebase related sections of this privacy policy, if available.

Personal Data processed: Application opens; Application updates; device information; geography/region; in-app purchases; launches; number of sessions; number of Users; operating systems; session duration; Trackers; Usage Data.

Place of processing: United States - [Privacy Policy](#).

- **Beta Testing**

This type of service makes it possible to manage User access to this Application, or parts of it, for the purpose of testing a certain feature or the entire Application.

The service provider may automatically collect data related to crashes and statistics related to the User's use of this Application in a personally identifiable form.

TestFlight (Apple Inc.)

TestFlight is a beta testing service provided by Apple Inc.

Personal Data processed: app information; device logs; Usage Data.

Place of processing: United States - [Privacy Policy](#).

• **Contacting the User**

Contact form (this Application)

By filling in the contact form with their Data, the User authorizes this Application to use these details to reply to requests for information, quotes or any other kind of request as indicated by the form's header.

Personal Data processed: email address.

• **Content performance and features testing (A/B testing)**

The services contained in this section allow the Owner to track and analyze the User response concerning web traffic or behavior regarding changes to the structure, text or any other component of this Application.

Firebase Remote Config (Google LLC)

Firebase Remote Config is an A/B testing and configuration service provided by Google LLC.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: United States - [Privacy Policy](#).

• **Handling payments**

Unless otherwise specified, this Application processes any payments by credit card, bank transfer or other means via external payment service providers. In general and unless where otherwise stated, Users are requested to provide their payment details and personal information directly to such payment service providers. This Application isn't involved in the collection and processing of such information: instead, it will only receive a notification by the relevant payment service provider as to whether payment has been successfully completed.

Payments processed via the Apple App Store (Apple Inc.)

This Application uses a payment service provided by Apple Inc. that allows the Owner to offer the purchase of the app itself or in-app purchases.

Personal Data processed to complete the purchases are processed by Apple, as described in the [privacy policy for the App Store](#).

Personal Data processed: purchase history.

Place of processing: United States - [Privacy Policy](#).

RevenueCat (RevenueCat, Inc.)

RevenueCat is a payment service provided by RevenueCat, Inc. The service allows the Owner to monitor and analyze the User and their purchase history and can be used to keep track of User behavior.

Personal Data processed: Application opens; device information; Usage Data; User ID.

Place of processing: United States - [Privacy Policy](#) - [Opt Out](#).

• **Hosting and backend infrastructure**

This type of service has the purpose of hosting Data and files that enable this Application to run and be distributed as well as to provide a ready-made infrastructure to run specific features or parts of this Application.

Some services among those listed below, if any, may work through geographically distributed servers, making it difficult to determine the actual location where the Personal Data are stored.

Firebase Cloud Firestore

Firebase Cloud Firestore is a hosting and backend service provided by Google LLC or by Google Ireland Limited, depending on how the Owner manages the Data processing.

Personal Data processed: Usage Data; various types of Data as specified in the privacy policy of the service.

Place of processing: United States - [Privacy Policy](#); United States - [Privacy Policy](#).

Firestore Cloud Functions

Firestore Cloud Functions is a hosting and backend service provided by Google LLC or by Google Ireland Limited, depending on how the Owner manages the Data processing.

Personal Data processed: Usage Data; various types of Data as specified in the privacy policy of the service.

Place of processing: United States - [Privacy Policy](#); United States - [Privacy Policy](#).

Firestore Cloud Storage

Firestore Cloud Storage is a hosting service provided by Google LLC or by Google Ireland Limited, depending on how the Owner manages the Data processing.

Personal Data processed: Usage Data; various types of Data as specified in the privacy policy of the service.

Place of processing: United States - [Privacy Policy](#); United States - [Privacy Policy](#).

Firestore Hosting (Google LLC)

Firestore Hosting is a hosting service provided by Google LLC.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: United States - [Privacy Policy](#).

Firestore Realtime Database (Google LLC)

Firestore Realtime Database is a hosting and backend service provided by Google LLC.

Personal Data processed: Usage Data; various types of Data as specified in the privacy policy of the service.

Place of processing: United States - [Privacy Policy](#).

• Infrastructure monitoring

This type of service allows this Application to monitor the use and behavior of its components so its performance, operation, maintenance and troubleshooting can be improved.

Which Personal Data are processed depends on the characteristics and mode of implementation of these services, whose function is to filter the activities of this Application.

Firestore Performance Monitoring (Google LLC)

Firestore Performance Monitoring is a monitoring service provided by Google LLC.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: United States - [Privacy Policy](#).

• Managing contacts and sending messages

This type of service makes it possible to manage a database of email contacts, phone contacts or any other contact information to communicate with the User.

These services may also collect data concerning the date and time when the message was viewed by the User, as well as when the User interacted with it, such as by clicking on links included in the message.

Firestore Cloud Messaging

Firestore Cloud Messaging is a message sending service provided by Google LLC or by Google Ireland Limited, depending on how the Owner manages the Data processing. Firestore Cloud Messaging allows the Owner to send messages and notifications to Users across platforms such as Android, iOS, and the web. Messages can be sent to single devices, groups of devices, or specific topics or User segments.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: United States - [Privacy Policy](#); United States - [Privacy Policy](#).

Firestore Notifications (Google LLC)

Firestore Notifications is a message sending service provided by Google LLC. Firestore Notifications can be integrated with Firestore Analytics to target analytics-based audiences and track opening and conversion events.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: United States - [Privacy Policy](#).

• Platform services and hosting

These services have the purpose of hosting and running key components of this Application, therefore allowing the provision of this Application from within a unified platform. Such platforms provide a wide range of tools to the Owner - e.g. analytics, user registration, commenting, database management, e-commerce, payment processing - that imply the collection and handling of Personal Data.

Some of these services work through geographically distributed servers, making it difficult to determine the actual location where the Personal Data are stored.

App Store Connect (Apple Inc.)

This Application is distributed on Apple's App Store, a platform for the distribution of mobile apps, provided by Apple Inc.

App Store Connect enables the Owner to manage this Application on Apple's App Store. Depending on the configuration, App Store Connect provides the Owner with analytics data on user engagement and app discovery, marketing campaigns, sales, in-app purchases, and payments to measure the performance of this Application. App Store Connect only collects such data from Users who have agreed to share them with the Owner. Users may find more information on how to opt out via their device settings [here](#).

Personal Data processed: diagnostics; product interaction; Usage Data.

Place of processing: United States - [Privacy Policy](#).

• API Services

Google API Services

Speak4Me use and transfer of information received from Google APIs to any other app will adhere to [Google API Services User Data Policy](#), including the Limited Use requirements.

Further information about the processing of Personal Data

• Push notifications

This Application may send push notifications to the User to achieve the purposes outlined in this privacy policy.

Users may in most cases opt-out of receiving push notifications by visiting their device settings, such as the notification settings for mobile phones, and then change those settings for this Application, some or all of the apps on the particular device.

Users must be aware that disabling push notifications may negatively affect the utility of this Application.

Users may exercise certain rights regarding their Data processed by the Owner.

In particular, Users have the right to do the following, to the extent permitted by law:

- **Withdraw their consent at any time. Users have the right to withdraw consent where they have previously given their consent to the processing of their Personal Data.**
- **Object to processing of their Data. Users have the right to object to the processing of their Data if the processing is carried out on a legal basis other than consent. Further details are provided in the dedicated section below.**
- **Access their Data. Users have the right to learn if Data is being processed by the Owner, obtain disclosure regarding certain aspects of the processing and obtain a copy of the Data undergoing processing.**
- **Verify and seek rectification. Users have the right to verify the**

- accuracy of their Data and ask for it to be updated or corrected.**
- **Restrict the processing of their Data. Users have the right to restrict the processing of their Data. In this case, the Owner will not process their Data for any purpose other than storing it.**
 - **Have their Personal Data deleted or otherwise removed. Users have the right to obtain the erasure of their Data from the Owner.**
 - **Receive their Data and have it transferred to another controller. Users have the right to receive their Data in a structured, commonly used and machine readable format and, if technically feasible, to have it transmitted to another controller without any hindrance.**
 - **Lodge a complaint. Users have the right to bring a claim before their competent data protection authority.**

Details about the right to object to processing

Where Personal Data is processed for a public interest, in the exercise of an official authority vested in the Owner or for the purposes of the legitimate interests pursued by the Owner, Users may object to such processing by providing a ground related to their particular situation to justify the objection.

Users must know that, however, should their Personal Data be processed for direct marketing purposes, they can object to that processing at any time, free of charge and without providing any justification. Where the User objects to processing for direct marketing purposes, the Personal Data will no longer be processed for such purposes. To learn whether the Owner is processing Personal Data for direct marketing purposes, Users may refer to the relevant sections of this document.

How to exercise these rights

Any requests to exercise User rights can be directed to the Owner through the contact details provided in this document. These requests can be exercised free of charge and will be answered by the Owner as early as possible and always within one month, providing Users with the information required by law. Any rectification or erasure of Personal Data or restriction of processing will be communicated by the Owner to each recipient, if any, to whom the Personal Data has been disclosed unless this proves impossible or involves disproportionate effort. At the Users' request, the Owner will inform them about those recipients.

Additional information about Data collection and processing

The User's Personal Data may be used for legal purposes by the Owner in Court or in the stages leading to possible legal action arising from improper use of this Application or the related Services.

The User declares to be aware that the Owner may be required to reveal personal data upon request of public authorities.

Additional information about User's Personal Data

In addition to the information contained in this privacy policy, this Application may provide the User with additional and contextual information concerning particular Services or the collection and processing of Personal Data upon request.

System logs and maintenance

For operation and maintenance purposes, this Application and any third-party services may collect files that record interaction with this Application (System logs) or use other Personal Data (such as the IP Address) for this purpose.

Information not contained in this policy

More details concerning the collection or processing of Personal Data may be requested from the Owner at any time. Please see the contact information at the beginning of this document.

How "Do Not Track" requests are handled

This Application does not support "Do Not Track" requests. To determine whether any of the third-party services it uses honor the "Do Not Track" requests, please read their privacy policies.

Changes to this privacy policy

The Owner reserves the right to make changes to this privacy policy at any time by notifying its Users on this page and possibly within this Application and/or - as far as technically and legally feasible - sending a notice to Users via any contact information available to the Owner. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom.

Should the changes affect processing activities performed on the basis of the User's consent, the Owner shall collect new consent from the User, where required.

Definitions and legal references

Personal Data (or Data)

Any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.

Usage Data

Information collected automatically through this Application (or third-party services employed in this Application), which can include: the IP addresses or domain names of the computers utilized by the Users who use this Application, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Application) and the details about the path followed within the Application with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the User's IT environment.

User

The individual using this Application who, unless otherwise specified, coincides with the Data Subject.

Data Subject

The natural person to whom the Personal Data refers.

Data Processor (or Processor)

The natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, as described in this privacy policy.

Data Controller (or Owner)

The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, including the security measures concerning the operation and use of this Application. The Data Controller, unless otherwise specified, is the Owner of this Application.

This Application

The means by which the Personal Data of the User is collected and processed.

Service

The service provided by this Application as described in the relative terms (if available) and on this site/application.

European Union (or EU)

Unless otherwise specified, all references made within this document to the European Union include all current member states to the European Union and the European Economic Area.

Cookie

Cookies are Trackers consisting of small sets of data stored in the User's browser.

Tracker

Tracker indicates any technology - e.g Cookies, unique identifiers, web beacons, embedded scripts, e-tags and fingerprinting - that enables the tracking of Users, for example by accessing or storing information on the User's device.

Legal information

This privacy statement has been prepared based on provisions of multiple legislations, including Art. 13/14 of Regulation (EU) 2016/679 (General Data Protection Regulation).

This privacy policy relates solely to this Application, if not stated otherwise within this document.

Latest update: May 23, 2023

Terms and Conditions of Speak4Me

These Terms govern

- the use of this Application, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Although the entire contractual relationship relating to these Products is entered into solely by the Owner and Users, Users acknowledge and agree that, where this Application has been provided to them via the Apple App Store, Apple may enforce these Terms as a third-party beneficiary.

This Application is provided by:

Bakery Scent s.r.l. - Via Carlo Giuseppe Merlo 3, 20122 Milano

Owner contact email: support@bakeryscent.com

What the User should know at a glance

- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.

TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using this Application.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this Application, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;
- Users aren't located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting" country;
- Users aren't listed on any U.S. Government list of prohibited or restricted parties;

Content on this Application

Unless where otherwise specified or clearly recognizable, all content available on this Application is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on this Application infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Rights regarding content on this Application - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Application, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this Application, the User may download, copy and/or share some content available through this Application for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

Removal of content from parts of this Application available through the App Store

If the reported content is deemed objectionable, it will be removed within 24 hours and the User who provided the content will be barred from using the Service.

Access to external resources

Through this Application Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

Acceptable use

This Application and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Application and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to this Application or the Service, terminating contracts, reporting any misconduct performed through this Application or the Service to the competent authorities - such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

Purchase via app store

This Application or specific Products available for sale on this Application must be purchased via a third-party app store. To access such purchases, Users must follow the instructions provided on the relevant online store (such as "Apple App Store" or "Google Play"), which may vary depending on the particular device in use.

Unless otherwise specified, purchases done via third-party online stores are also subject to such third-parties' terms and conditions, which, in case of any inconsistency or conflict, shall always prevail upon these Terms.

Users purchasing through such third-party online stores must therefore read such terms and conditions of sale carefully and accept them.

Contract duration

Subscriptions

Subscriptions allow Users to receive a Product continuously or regularly over time. Details regarding the type of subscription and termination are outlined below.

Subscriptions handled via Apple ID

Users may subscribe to a Product using the Apple ID associated with their Apple App Store account by using the relevant process on this Application. When doing so, Users acknowledge and accept that

- any payment due shall be charged to their Apple ID account;
- subscriptions are automatically renewed for the same duration unless the User cancels at least 24 hours before the current period expires;
- any and all fees or payments due for renewal will be charged within 24-hours before the end of the current period;
- subscriptions can be managed or cancelled in the Users' Apple App Store account settings.

The above shall prevail upon any conflicting or diverging provision of these Terms.

Liability and indemnification

Australian Users

Limitation of liability

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the

User may have under the Competition and Consumer Act 2010 (Cth) or any similar State and Territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms of Use, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

US Users

Disclaimer of Warranties

This Application is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by user from owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at users own risk and users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and**
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;**
- any errors, mistakes, or inaccuracies of content;**
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;**
- any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;**
- any interruption or cessation of transmission to or from the Service;**
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;**
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or**
- the defamatory, offensive, or illegal conduct of any User or third party. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.**

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if company has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers,

exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;**
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;**
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;**
- User's violation of any statutory law, rule, or regulation;**
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;**
- User's wilful misconduct; or**
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.**

Common provisions

No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw Personal Data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events(infrastructural breakdowns or blackouts etc.).

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Application and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

Privacy policy

To learn more about the use of their Personal Data, Users may refer to the privacy policy of this Application.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Application are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Application are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User for the future.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service. Failure to accept the revised Terms, may entitle either party to terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If required by applicable law, the Owner will specify the date by which the modified Terms will enter into force.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of this Application must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

US Users

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

EU Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

Prevalence of national law

However, regardless of the above, if the law of the country that the User is located in provides for a higher applicable consumer protection standard, such higher standards shall prevail.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

Exception for European Consumers

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in Switzerland, Norway or Iceland.

Definitions and legal references

This Application (or this Application)

The property that enables the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

Business User

Any User that does not qualify as a Consumer.

European (or Europe)

Applies where a User, regardless of nationality, is in the EU.

Owner (or We)

Indicates the natural person(s) or legal entity that provides this Application and/or the Service to Users.

Service

The service provided by this Application as described in these Terms and on this Application.

Terms

All provisions applicable to the use of this Application and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

User (or You)

Indicates any natural person or legal entity using this Application.

Consumer

Consumer is any User qualifying as such under applicable law.

Latest update: May 23, 2023