

Autograph

Privacy Policy

Last Revised on October 16, 2023

This Privacy Policy for LFG NFTs, Corp. and its affiliates (collectively, “Company”, “we”, “us” “our”) describes how we collect, use and disclose information about users of Company’s mobile application “Autograph: Rewarding Fans” or other related services or applications thereto (collectively, the “App”). For the purposes of this Privacy Policy, “you” and “your” means you as the user of the App.

Please note that this Privacy Policy only applies to the App. For information about our privacy practices for other services we offer, please see <https://terms.autograph.io/privacy.pdf>.

1. UPDATING THIS PRIVACY POLICY

We may modify this Privacy Policy from time to time in which case we will update the “Last Revised” date at the top of this Privacy Policy. If we make changes that are material, we will use reasonable efforts to attempt to provide notice to you and, where required by applicable law or otherwise in our discretion, we will obtain your consent. Notice may be by email to you at the last email address you provided us, by posting notice of such changes on the App, or by other means, consistent with applicable law. However, it is your sole responsibility to review the Privacy Policy from time to time to view any such changes. The updated Privacy Policy will be effective as of the time of posting, or at such later date as may be specified in the updated Privacy Policy.

Any capitalized terms we use in this Privacy Policy without defining them have the definitions given to them in the [Terms of Use](#).

2. AUTOGRAPH’S COLLECTION AND USE OF INFORMATION

When we provide you with the App, we may ask you to or you may provide us with certain details or information. We describe that information, and some examples of how we use it, in the following bullets:

- The following basic contact details: your email. We collect basic contact details to create your account on the App, communicate with you, to deliver offers and merchandise, and for App and user security and compliance.
- The following information about your activity on the App: information (including geolocation information) about your RSVPs or check-ins to events, via a QR code or other methods, offers you claim, communities you join, and other actions you take on the App to track your points on the App and log your activity. We will also use information about offers that you claim to fulfill the offer.
- The following information through the course of user research that you choose to disclose to us voluntarily: information about your interests, behaviors and preferences.

- Any other information you choose to include in communications with us, for example, when contacting us through the App.

We use this information to provide you with the App and to improve our App and services, as well as other purposes described in this Privacy Policy.

Some features of the App may require you to enter certain information about yourself. You may elect not to provide this information, but doing so may prevent you from using or accessing these features. Any information you provide in connection with those features will be used in connection with your use and access of those features.

We also automatically collect certain information about your interaction with the App (“Usage Data”). To do this, we may use Cookies. (For more information on Cookies, see Section 4.) Usage Data may include:

- Unique device identifier (e.g., IDFA)
- Device type
- IP address
- Operating system
- Transaction history
- Log data
- Approximate location (derived from your IP address)
- Time zone
- Internally generated userID
- Other information regarding your interaction with the App, such as ad impressions
- Session data, such as page views and scrolls, clicks/taps, date and time stamps, such as the date and time you first accessed the App. This information helps us understand what works and what doesn't work for users of the App and allows us to identify and fix technical issues that may be hindering the functionality of the App, as well as to improve the App.

We use the information we collect automatically to improve the functionality of the App, to facilitate transactions you initiate through the App to improve the security of your account, to monitor and manage your usage of the App, to tailor features and content to you, and to run analytics and better understand user interaction with the App.

Use of Information

In addition to the uses described above, we may also use the above information to:

- analyze, maintain, and improve our App;

- perform our contractual obligations, including but not limited to delivering content, services, digital assets, offers, goods and merchandise;
- personalize our App for you;
- detect, investigate, and help prevent security incidents and other malicious, deceptive, fraudulent, or illegal activity;
- send updates and marketing communications;
- comply with any applicable legal obligations;
- to enforce any applicable terms, including our Terms of Service; and
- to help protect or defend the App, our rights, the rights of our users, or others.

3. HOW AUTOGRAPH DISCLOSES YOUR INFORMATION

In certain circumstances, Company may disclose your information with other parties. For example, your username, rewards tier, information about the Community feeds you follow, and your activity in a particular Community will be shared with other App users.

Other circumstances include the following or as otherwise described in this Privacy Policy:

- With vendors, including the following:
 - Payment processors
 - Cloud storage providers
 - Marketing services vendors
 - Security vendors
 - Compliance vendors
 - Analytics services vendors
 - Shipping, fulfillment and delivery vendors
 - App and website service providers
 - Human resources service providers, including for processing job applications and conducting background checks
- With our affiliates or otherwise within our corporate group for the purposes described in this Privacy Policy
- With our platform partners to facilitate interoperability and the provision of the App to you and for you to make payments

- With our partners to perform our contractual obligations, including to enforce applicable End User License Agreements
- To comply with applicable law or any obligations thereunder, including cooperation with law enforcement, judicial orders, and regulatory inquiries
- In connection with an asset sale, merger, bankruptcy, or other business transaction
- To enforce any applicable Terms of Service
- To help ensure the safety and security of Company and/or its users
- With professional advisors, such as auditors, law firms, or accounting firms
- With your consent or at your direction.

You acknowledge that such sharing of information may occur in all of the aforementioned circumstances and is permitted by and subject to this Privacy Policy.

4. COOKIES

Like most companies, we and our third party providers use Cookies and similar technologies on our App. The technologies we use may include the following:

- Cookies which are small data files stored on your browser or device.
- Pixels, which are small images on a web page or in an email. Pixels collect information about your browser or device and can set cookies and be used to track your use of or interaction with one or more websites.
- Local storage, which allows data to be stored locally on your browser or device and includes HTML5 local storage and browser cache.
- Software development kits (“SDKs”) to help us understand how you interact with the applications and collect certain information about the device and network you use to access the application.

We refer to these technologies collectively as “Cookies.” You can find information about cookies and how they work at www.allaboutcookies.org.

We or our third party providers may use Cookies to assist in the operation of our App (e.g., to enable you to log into the App) and measure and analyze performance and improve our App and services. We may also embed Cookies in the emails we send to you to help us understand how you interact with those messages, such as whether and when you opened an email or clicked on any content within the email.

In some cases, content providers whose content you view using our App may also use Cookies or similar technologies for their own purposes. That content is displayed via webview, which is a web browser embedded in apps to load website content. Cookies used by content providers are collected directly by those providers. We do not have access to or control over these

technologies, or the information they collect, and the use of Cookies by content providers is not covered by this Privacy Policy.

To opt out of advertising on your mobile device, you can visit your mobile device's "settings" menu and adjust the device's ad tracking settings (such as turning off the feature to "Allow Apps to Request to Track"). Certain apps, such as the Digital Advertising Alliance's "AppChoices" app can help you exercise your behavioral advertising choices and are available from some platform providers (such as Apple or Google).

We are not responsible for the effectiveness of, or compliance with, any third party's opt-out options or programs or the accuracy of their statements regarding their programs.

5. USER GENERATED CONTENT

Certain features of the App may allow you to upload content (e.g., usernames) directly to the App ("Your Content" or "UGC"). We or others may store, display, reproduce, publish, or otherwise use UGC, and may or may not attribute it to you. Others may also have access to UGC and may have the ability to share it with third parties. If you choose to submit UGC to any public area of the App, your UGC will be considered "public" and will be accessible by anyone, including Company.

Please note that we do not control who will have access to the information that you choose to make available to others, and cannot ensure that parties who have access to such information will respect your privacy or keep it secure. We are not responsible for the privacy or security of any information that you make publicly available on the features permitting creation of UGC or what others do with information you share with them. We are not responsible for the accuracy, use or misuse of any such UGC that you disclose or receive from third parties.

6. SOCIAL FEATURES

Certain features of the App may permit you to initiate interactions between the App and third-party services or platforms, such as social networks ("Social Features"). Social Features include features that allow you to click and access Company's pages on certain third-party platforms, such as Facebook, X (formerly known as Twitter), Instagram, TikTok and Discord and from there to "like" or "share" our content on those platforms. Use of Social Features may entail a third party's collection and/or use of your data. If you use Social Features or similar third-party services, information you post or otherwise make accessible may be publicly displayed by the third-party service you are using. Both Company and the third party may have access to information about you and your use of both the App and the third-party service. For more information on third-party websites and platforms, see Section 7.

7. THIRD PARTY WEBSITES AND LINKS

Our App may contain links to other online platforms operated by third parties, such as content providers for the Communities you follow. We do not control such other online platforms and are not responsible for their content (including content viewed through the App's webview), their privacy policies, or their use of your information. Information you provide on public or

semi-public venues, including information you share on third-party social networking platforms (such as Facebook, X (formerly known as Twitter), Instagram, TikTok or Discord) may also be viewable by other users of the App and/or users of those third-party online platforms without limitation as to its use by us or by a third party. Any information submitted by you directly to these third parties, or otherwise collected from you by these third parties, is subject to the applicable third party's privacy policy.

8. YOUR CHOICES

- Account Information: You may update, correct, or modify information about you at any time by logging into your account or emailing us at support@ag.fan.
- Promotional Communications: You may opt out of receiving promotional communications from us by following the instructions in those communications or by emailing us at support@ag.fan. If you choose to opt out, we will still send you non-promotional communications, such as those about your account.

9. YOUR RIGHTS

Applicable law (such as the GDPR, Virginia Consumer Data Protection Act, and Colorado Privacy Act) may give you various rights regarding your information. If these rights apply to you, they may permit you to request that we:

- confirm whether we process your information or provide access to and/or a copy of certain information we hold about you;
- object to the use or disclosure of your information for certain purposes (including direct-marketing purposes);
- update information which is out of date or incorrect;
- delete certain information which we are holding about you;
- restrict the way that we process and disclose certain of your information;
- transfer your information to a third party provider of services; and
- revoke your consent for the processing of your information.

You can exercise those rights by emailing us using the information in the "How to Contact Us" section below. Certain information may be exempt from such requests under applicable law. We need certain types of information so that we can provide the App to you. If you ask us to delete it, you may no longer be able to access or use the App or the Services. You may be required to provide additional information to verify your identity before we fulfill your request.

Applicable law may also permit you to appeal any denials of your rights requests; to do so, contact us at using the information in the "How to Contact Us" section below and describe in detail why you believe the denial was in error. Your description must include your full name and the email address you use on the App, along with a copy of the denial notice you received from us.

You may also have the right to opt out of the use of your information for targeted advertising or for “sales” of your information, as those terms are defined in applicable law. The App does not disclose information in a way that would be considered a “sale” or targeted advertising. For information regarding Company’s disclosure practices for other services we offer, please see <https://terms.autograph.io/privacy.pdf>.

10. CHILDREN’S PRIVACY

The App is meant for individuals above the age of 18. We do not seek or knowingly collect any personal information about children under 13 years of age. If we become aware that we have unknowingly collected information about a child under 13 years of age, we will make commercially reasonable efforts to delete such information from our database. If you are the parent or guardian of a child under 13 years of age who has provided us with their personal information, you may contact us using the below information to request that it be deleted.

11. DATA RETENTION

We store personal data for as long as necessary to carry out the purposes for which we originally collected it and for other legitimate business purposes, including to meet our legal, regulatory, or other compliance obligations, or to resolve disputes or enforce our agreements.

12. DATA SECURITY

We maintain administrative, technical, and physical safeguards that are designed to protect the privacy and security of personal information. However, the Internet is not a fully secure environment, and we cannot ensure or warranty the security of any information transmitted to or generated by us in connection with the App or any other service we offer. You play a critical role in protecting your information by maintaining up-to-date computer security protections. Steps you take to ensure the security of your computer, computer passwords, or other personal identifier authentication mechanisms are key components of the protection of your personal information. You agree that you are responsible for any additional verification procedures and security you deem necessary.

Please note that any information you send to us electronically, while using the App or otherwise interacting with us, may not be secure when it is transmitted to us. We recommend that you do not use unsecure channels to communicate sensitive or confidential information to us. Any information you send us through any means is transmitted at your own risk.

13. NOTICE TO PERSONS LOCATED OUTSIDE THE UNITED STATES

If you are visiting from the European Union or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your information outside the country in which you reside, including, but not limited to the United States, where data protection and privacy regulations may not offer the same level of protection as in other parts of the world and where the information may be accessible to law enforcement and national security authorities of that jurisdiction. In certain circumstances, your information may be accessible to law enforcement and national security authorities. Your information may be

transferred for processing and storage by us and our affiliates and third parties. Where required, we will use appropriate safeguards for transferring data outside of your jurisdiction. This includes signing Standard Contractual Clauses that govern the transfers of such data, which may be used in conjunction with additional safeguards. For more information about these transfer mechanisms, please contact us as detailed in the “How to Contact Us” section below.

14. CALIFORNIA USER SPECIFIC TERMS

This section applies only to California residents, and only to personal information collected via the App. For information regarding personal information collected by other services we offer, please see <https://terms.autograph.io/privacy.pdf>. For purposes of this section, “personal information” has the meaning given in the California Consumer Privacy Act, as amended by the California Privacy Rights Act (collectively, “CCPA”) but does not include information exempted from the scope of the CCPA.

The CCPA requires us to disclose information regarding the categories of personal information and sensitive personal information that we have collected about California consumers, the categories of sources from which the information was collected, the business or commercial purposes (as those terms are defined by applicable law) for which the information was collected, and the categories of parties to whom we disclose personal information. Throughout this Privacy Policy, we describe the specific pieces of personal information and sensitive personal information we collect, the sources of that information, and how we disclose it.

The below table also explains our practices.

Category of Information Collected	Source of Information	Purpose of Collection	Disclosure
Identifiers	<ul style="list-style-type: none"> • User entry 	To secure and maintain your account and give you access to the App	Cloud storage providers
Commercial Information	<ul style="list-style-type: none"> • User’s browser 		Marketing services vendors
Location Information	<ul style="list-style-type: none"> • IP address from user’s device 	To allow you to earn and redeem offers	Compliance and security vendors
Internet Activity	<ul style="list-style-type: none"> • User’s IP address 	To communicate with you, including send marketing messages	App partners
Inferences		To facilitate login and promote user and App security and compliance	Analytics services vendors
			Payment processors

		<p>To monitor use of the App, run analytics, and improve the functionality of the App</p> <p>To provide and enable certain functionalities of the App</p> <p>To better tailor the App to you and ensure appropriate access to the App and related content</p>	
<p>Sensitive personal information: account log-in and password, financial data, or other credentials allowing access to your account</p>	<p>User entry</p>	<p>To facilitate login and promote user and App security and compliance</p> <p>To allow you to redeem offers</p>	<p>Payment processors</p>

Rights of California Consumers

California law may permit you to request that we:

- Provide you the categories of personal information we have collected or disclosed about you; the categories of sources of such information; the business or commercial purpose for collecting, “selling,” or “sharing” your personal information; the categories of third parties to whom we disclose or “sell,” or with whom we “share,” personal information; and the categories of personal information we “sell.”
- Provide access to and/or a copy of certain information we hold about you.
- Delete certain information we have about you.
- Correct inaccurate personal information that we maintain about you.

You also have the right to not be discriminated against (as provided for in applicable law) for exercising certain of your rights. However, these rights are not absolute, and certain information may be exempt from such requests under applicable law. We need certain types of information so that we can provide the Service to you. If you ask us to delete it, you may no longer be able to access or use the Service

You may make a request described above by contacting us using the information in the How To Contact Us section below. We may need to collect information from you to verify your identity before providing a substantive response to the request. For example, you may be required to provide us information such as your name and email address, and we may request additional information from you to match with our existing records to verify your identity, depending on the nature of the request and the sensitivity of the information sought. You may designate, in writing or through a power of attorney document, an authorized agent to make requests on your behalf to exercise your rights. Before accepting such a request from an agent, we will require that the agent provide proof you have authorized them to act on your behalf, and we may need you to verify your identity directly with us.

The CCPA requires businesses that “sell” or “share” personal information, as those terms are defined under the CCPA, to provide an opt-out from such sales. The App does not disclose information in a way that would be considered a “sale” or “share” under the CCPA. For information regarding Company’s disclosure practices for other services we offer, please see <https://terms.autograph.io/privacy.pdf>.

The Global Privacy Control is a web-based signal and does not work for mobile applications, so the App does not detect or respond to Global Privacy Control signals.

The CCPA also allows you to limit the use or disclosure of your “sensitive personal information” (as defined in the CCPA) if your sensitive personal information is used for certain purposes. Please note that we do not use or disclose sensitive personal information other than for purposes for which you cannot opt out under the CCPA.

Retention of Your Personal Information

Please see the “Data Retention” section above.

Notice of Financial Incentive

The App provides certain rewards or incentives for providing information regarding your interests, Community activity, event check-ins, and purchases, as well as for referring friends and contacts. We may also occasionally run sweepstakes and contests where participants may provide personal information in return for a chance to win or compete to win certain prizes. You can opt into these incentives, sweepstakes, or contests by taking the requested action. Your participation is completely voluntary, and you have a right to withdraw from these incentives at any time. If you decide you don’t want to participate in these financial incentives, you can refrain from taking the requested actions.

Sharing for Direct Marketing Purposes

California law permits users in California to request certain details about how their “personal information” (as defined in California Civil Code Section 1798.83) is shared with third parties for direct marketing purposes. To make such a request, please contact us at support@ag.fan.

Users Under 18

Any California residents under the age of 18 who have registered to use the App, and who have posted content or information on the App, can request that such information be removed from the App by contacting us at the e-mail or address set forth in the “How to Contact Us” section below. Such a request must state that they personally posted such content or information and detail where the content or information is posted. We will make reasonable good faith efforts to remove the post from prospective public view or anonymize it so the minor cannot be individually identified. This removal process cannot ensure complete or comprehensive removal. For instance, third-parties may have republished the post and archived copies of it may be stored by search engines and others that we do not control.

15. COLORADO USER SPECIFIC TERMS

For disclosures required by the Colorado Privacy Act (CPA) regarding the categories of personal information, processing purposes, and information regarding personal information that we sell, please see Section 14 above. Please note that the term “share” is defined differently in the CCPA and the CPA; we do not share personal information with third parties, as those terms are used in the CPA.

16. NEVADA USER SPECIFIC TERMS

If you are a resident of the State of Nevada, Chapter 603A of the Nevada Revised Statutes permits a Nevada resident to opt out of future sales of certain covered information that a website operator has collected or will collect about the resident. To submit such a request, please contact us at privacy@autograph.io.

17. HOW TO CONTACT US

Should you have any questions or complaints about our privacy practices or this Privacy Policy, or to contact our General Counsel, please email us at support@ag.fan, contact us at 3130 Wilshire Blvd., Santa Monica, CA 90403, or call us at (310) 853-2162.