

INCUED PRIVACY POLICY

Your privacy is important to us. As part of our efforts to facilitate and make your experience with the Incued website, products and services (collectively, the “Products”) as user-friendly and enjoyable as possible, we may collect and use certain information you provide to us. This Privacy Policy addresses the collection, use, and disclosure of information that Incued may gather during your use of the Products. UNLESS OTHERWISE DEFINED IN THIS PRIVACY POLICY, TERMS USED IN THIS PRIVACY POLICY HAVE THE SAME MEANINGS AS IN THE INCUED TERMS AND CONDITIONS.

Please review the entire policy to learn the types of information Incued gathers about you, how Incued uses your information, what your information is disclosed and to what third parties, and how Incued safeguards your information. The Privacy Policy has been created to provide information about us and to provide our services (the “Service”) to each company that has subscribed to our Products and that has provided you with access (each a “Customer”).

Please also check back periodically as this Privacy Policy may change from time to time. We will notify you of any material changes by publishing the new Privacy Policy on the Products. The Personal Data Incued gathers is and will be subject to the Privacy Policy in effect at the time the information is gathered. Should you have any questions or concerns at any time, please feel free to contact us.

This Privacy Policy applies only to the Incued Products. This Privacy Policy does not apply to any products, services, applications, websites, or platforms provided by third parties not directly affiliated with Incued that you may visit, e.g., via a link provided through the Products. Incued does not control the privacy policies of third-party products, services, applications, websites, or platforms to which we may provide links. We encourage you to learn more about the online privacy and data security policies of third parties directly from such third parties, as their policies may differ from ours.

We deeply value your privacy and our relationship with you, our customers, and our customer’s employees, directors, stockholders, investors, advisors, and other constituents. This Privacy Statement sets forth our policy with respect to information, including information that identifies you personally (“Personal Data”), that is collected from individuals when they visit the Site or use our Products. We will not use or disclose your Personal Data except as described in this Privacy Statement or when we otherwise have your authorization to do so.

By submitting your information to us and by using the Products, Incued will assume that you have read, understood, and consent to the Agreement, which includes this Privacy Policy, the Incued Terms and Conditions, and all other applicable Incued rules and policies. We also assume that you consent to Incued’s use of your information as described in the Agreement. If you do not consent, you should not access or use the Products.

1. Information Collected About You

(a) Personal Information and Non-Identifying Information

We collect Personal Data (i) when you provide it to us voluntarily or (ii) when it is provided by the Customer, in connection with the 's or any authorized person of Customer's use of the Products. For example, we may collect your first and last name, home and/or business address, birth date, personal and/or business email address, personal and/or business phone number, credit card or other billing information, marital status, social security, passport or other identification number, IP address, photo, signature, and information relating to your relationship with the Customer, which may include employee and/or taxpayer data. We will only request Personal Data when it is required to provide the Service to the Customer or otherwise complies with this Privacy Statement. We also collect other information that you provide as part of any registration and the administration and personalization of your account with us that does not identify you ("Non-Identifying Information"). Certain Non-Identifying Information would be considered a part of your Personal Information if it were combined with other identifiers (for example, combining your zip code with your street address) in a way that enables you to be identified. But the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other non-identifying information (for example, your gender only or your viewing preferences).

We use your Personal Information (in some cases, in conjunction with your Non-Identifying Information) mainly to provide the features and functionality of the Products, to facilitate and complete transactions between you and Incued, and to communicate with you.

We may also combine your Personal Information with Non-Identifying Information and aggregate it with information collected from other Users to attempt to provide you with a better experience, to improve the quality and value of the Products, and to analyze and understand how the Products is used.

(b) Email Newsletters and Blogs

At registration and at various times as you use the Products, you will be given the option of providing us with personal information in order to receive informational/promotional newsletters or blogs via email from Incued and/or directly from third parties.

(c) Usage Data

When you visit the Products, including where you are just visiting without logging in, our servers or the third party servers that we retain automatically record information that your browser or device may send whenever you visit a website or use a similar application or online service. The information sent automatically by your device is referred to as "Usage Data." This Usage Data may include information such as the manufacturer and model of your device; your Internet Service Provider (ISP); your device's Internet Protocol ("IP") address (or other device identifier), browser type, and operating system; referring/exit pages; clickstream data; Products access times and dates, pages or areas of the Products that you visit, the time spent on those pages, and information you search for on the Product; and other statistics. Usage Data also includes geolocation data, which the Product collects and uses to facilitate search functionality,

connectivity, and communication. This information may be shared with the Customer and its representatives. We may also collect additional data used in aggregate and without Personal Data about the type of browser you are using, the device on which it is being used, the country in which you are located, and the language set in your device.

(d) **Analytics.** As part of our ongoing effort to educate our users and improve our service, we produce analytics (“Analytics”) that are used internally and/or are reported to our customers and other users of our Service and could be used to assist in their decision-making processes. Data used for purposes of such analytics is collected from the use of the Site and Service by our users and analyzed in the aggregate and on a de-identified basis. An example of the analytics generated by us is that we may determine the number of Customers that have incorporated a company based in a state or identify those Customers that have not yet registered legal counsel and use this information for internal reporting and product development purposes. Another example is that we may report analytics about the frequency of certain stock option vesting terms when Customers grant equity. We may also use or disclose such aggregate and de-identified analytics without restriction, including using them for marketing purposes. One more example is that we may report analytics about investments, mergers and acquisitions and other similar types of data.

(e) **User Experience Improvements.** We are constantly striving to improve the Service and develop new products and features. As such, we may collect information about users’ experience with the Service. We use server logs, crash reports, cookies, web beacons, and similar tools to collect usage data. This usage data may be analyzed in various ways, including allowing us to determine the areas of the Service’s web application that are visited more often or for a longer period of time, or reporting bugs and troubleshooting product functionality, so that we can optimize our Service

2. **Collection of Information**

Incued may use a number of different techniques and technologies to collect Personal Information, Non-Identifying Information, and Usage Data. For example, Incued may use cookies, log files, clear gifs, pixel tags, embedded scripts, and/or other technology used to monitor your use of the Products.

(a) **Forms**

We request certain information from you through the use of forms, tables or emails when you initiate a transaction with us, communicate with us through or download data to the Products.

(b) **Cookies**

As is regular practice on many online platforms, the Product uses cookies and other technologies to help us understand which parts of the Product are more popular and how much time Users spend there. “Cookies” are small data files assigned to your browser when you visit the Products which enable recognition of your browser and collect and store information about your use of the Products, as described above.

The Products uses cookies and web tokens to distinguish one user from other users, and for other business purposes. The Products may include first-party cookies (i.e., cookies that send data directly to Incued and agents and contractors acting on behalf of Incued, including cookies used to monitor, analyze, and administer the Products) and third-party cookies (i.e., cookies that send data to our contractors for their commercial use). The cookies on our Products do not track Internet activity across different websites. Since cookies are now used as industry standard, most devices automatically accept cookies, but you can usually change your device's settings to decline them. If you prefer not to enable cookies, you may choose to disable them; however, please note that certain features on the Products will not be available to you once cookies are disabled.

Third parties such as Google and other browsers and search engines may also use cookies and other tracking technologies to collect information about your use of the Products, including content you have viewed. We do not currently have an agreement with those services but may in the future use this information.

(c) Usage Data

Usage Data are collected automatically by the Products' servers and software. For example, because the Products automatically collects Usage Data for all Users that visit the Products, your Products session will be tracked. You agree that we may collect and use technical data and related information, including technical information about your device, system and application software, and peripherals, to maintain and support the Products generally.

Additionally, in some of our email messages, Incued may use a "click-through URL" linked to content on the Products. When a User clicks on one of these URLs, the User will pass through our server before arriving at the destination Web page. Incued tracks this click-through data to help us determine User interest in certain subject matter and measure the effectiveness of these User communications. You can avoid being tracked in this way by not clicking text or graphic links in emails from Incued.

Finally, we may use clear gifs or pixel tags, which are tiny graphic images, in order: (i) to advise us of what parts of the Products Users have visited, (ii) to measure the effectiveness of any searches Users perform, and (iii) to enable us to send emails in a format that Users can read and tell us whether such emails have been opened in order to ensure us that we are sending messages that are of interest to Users.

(d) Tracking

Some Web browsers may be configured to send Do Not Track signals to online platforms, or Users may use similar mechanisms, to indicate a User's preference that certain web technologies not be used to track the User's online activity. Incued makes provides no guarantee that the Products will operate with such browsers.

3. Use and Sharing of Information by Incued

The Personal Data that Incued collects may be added to our databases and used for business purposes, including for marketing and promotional purposes, for a statistical analysis of

Users' behavior, for product development, for content improvement, to customize the content and layout of the Products, obtain your feedback from you, to detect and defend against fraud and other threats to the Products, or conduct research and measurement activities. In addition, Incued will, on occasion, send emails to you about the Products or any of its services or programs or about other information, programs or services offered or provided by third parties.

Incued may share Analytics with third parties and such Analytics shall not contained Personal Data. Incued will not sell your Personal Data to third parties for their use without your consent

Incued 's policy is not to share the Customer information it collects with third parties other than as specified below, or where a User expressly consents to our sharing of certain information with a third party. We may share Personal Data with third parties under the following circumstances:

(a) Companies and contractors that work with Incued

We may employ third party companies and contractors for any of the following: to facilitate the Products; to provide the Products or portions of the Products on our behalf; to perform related services, including without limitation, maintenance services, database management, fulfillment, web analytics, data analysis, research, email management and deployment and improvement of the features or functionality; or to assist us in analyzing how the Products is being used.

Incued's contractors sometimes have limited access to your information in the course of providing products or services to Incued. We contractually require that our contractors not use or disclose your information for any purpose other than providing the limited service or function for Incued.

(b) Promotions

From time to time, we may offer promotions through the Products that require a separate registration. By participating in such a promotion, you agree to the official rules for the promotion, which may require that you provide certain information. Information collected in connection with a promotion will be used consistently with the promotion's official rules and this Privacy Policy.

(c) Third Party Websites

Certain content, services and advertisements offered to you through the Products are served on, or contain links to, websites hosted and operated by a company other than Incued ("Third Party Websites"). Incued does not share your personal information with these Third-Party Websites without your consent, but you should be aware that any information you disclose to these Third-Party Websites once you access these Third-Party Websites is not subject to this Privacy Policy. Incued does not endorse and is not responsible for the privacy practices of these Third Party Websites. You should review the privacy policy posted on the Third Party Website to understand how that Third Party Website collects and uses your information

(d) Business Transfers

As we continue to develop our business, we may buy, sell, or share assets in connection with, for example, a merger, acquisition, reorganization, sale of assets, or bankruptcy. In such transactions, information about you is often a transferred business asset. In the event that Incued itself or substantially all of Incued's assets are acquired, information about our Users may be one of the transferred assets.

(e) Compliance with Law and Protection of Incued and Others

We may release your information when we believe, in our sole discretion, that release is appropriate: to comply with the law, including but not limited to, in response to a subpoena served on Incued; to enforce or apply the Agreement, including the Incued Terms and Conditions and other applicable agreements, rules, and policies; to protect the rights, property, or safety of Incued, our Users, or others; or to prevent activity that we believe, in our sole discretion, may be or may become illegal, unethical, or legally actionable (including exchanging Personal Data with other companies and organizations for fraud protection).

(f) Aggregate Products Use Information

We may release aggregate Personal Data (without revealing any Personal Information about you) to advertisers and other third parties to promote or describe use of the Products.

(g) Customers.

Designated administrators and other authorized users at the Customer have full access to your Personal Data as it relates to such Customer. In addition, the designated administrators at the Customer control and determine (a) who has access rights to your Personal Data within the Service, (b) when your Personal Data is shared with another individual or entity, and (c) when your Personal Data may be included on a report generated within the Service. we suggest that you inquire with the Customer to learn about your privacy rights within that organization, and to better understand the details of their human resource policies and information security protocols.

4. International Transfer

By accessing and using the Products, you acknowledge and agree that Incued controls and operates all parts of the Products from its offices in the United States of America and that the Products is intended for use by Users located in the United States of America. Unless expressly stated to the contrary, Incued makes no representation that the Products is appropriate or will be available for use in other locations.

If you access the Products from outside the United States, you acknowledge and agree that your information may be transferred to and maintained on computers and servers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your consent to the Agreement followed by your submission of such information represents your agreement to the transfer of such information to the United States and the collection, use, and disclosure of your information in accordance with United States law and our Privacy Policy.

5. Managing your Information.

(a) Password Protection

You are responsible for actions taken using your username and password. Choose a strong password, and do not share it with others or record it in an unsecured location. We will never ask you for your password. Your password is encrypted (hashed) before it is stored on our servers

(b) Updating, Changing or Deleting Your Information

All Users who have created an account on the Products may review, update, correct or delete the Personal Information in their registration profile by contacting us as set forth below. If you completely delete all such information, then your account may become deactivated. We may retain an archived copy of your records as required by law or for legitimate business purposes.

(c) Receipt of Communications and Opt-Out

If you would prefer not to receive marketing or promotional e-mails from us that may relate, for example, to new product or services or offerings, you may opt-out of receiving these communications by writing to us at newsletter@incued.com or by using the opt-out mechanism that is contained in an email, where applicable. Following your opt-out, please be aware that we may continue to contact you by email or postal mail or other means for administrative or informational purposes, including, but not limited to, follow-up messages regarding the administration of your account; any products, services, features or functions you have affirmatively enrolled in or registered to use; goods, services or products you have ordered; or other transactions you have undertaken across the Products.

(d) Your California Privacy Rights.

California residents who have an established business relationship with Incued may choose to opt-out of Incued's disclosing of personal information about them to third parties for marketing purposes. If you do not want us to share your personal information with such third parties, please send us your name, email address, street address and phone number to support@incued.com. Your opt-out request will be processed within 30 days of the date it was received.

6. Additional Information for Incued Visitors from the European Economic Area ("EEA")

When you use the Products, we collect, store, use, and otherwise process your personal information as described in this Privacy Policy. We rely on a number of legal bases to process your information, including where: (i) necessary for our legitimate interests in providing and improving the Products including offering you content and advertising that may be of interest to you; (ii) necessary for our legitimate interest in keeping the Products safe and secure; (iii) necessary for the legitimate interests of our service providers and partners; (iv) necessary to perform our contractual obligations in the Incued's Terms of Use; (v) you have consented to the

processing, which you can revoke at any time (however a revocation does not affect the lawfulness of processing of your personal data that occurred prior to the date of revocation); (vi) you have expressly made the information public, e.g., in a Incued message board or other public forums; (vii) necessary to comply with a legal obligation such as a law, regulation, search warrant, subpoena or court order or to exercise or defend legal claims; and (viii) necessary to protect your vital interests, or those of others.

If you are an Incued user in the EEA, you can: (i) access personal information we have about you (we will try to provide information within 30 days of your request); (ii) have your personal information corrected or deleted (in most cases you can correct personal information you have submitted to us by going back to the specific Products, logging-in and making the desired change); (iii) in certain circumstances, you can object to our processing of your personal information and we will discontinue such processing unless we have compelling legitimate grounds to continue; (iv) withdraw consent previously provided (however a withdrawal does not affect the lawfulness of processing of your personal data that occurred prior to the date of withdrawal); or (v) if you believe that we have not complied with applicable data protection laws, you may lodge a complaint with your local supervisory authority. If you wish to inquire as to whether we maintain any of your personal information and if so, whether you wish to exercise any of those rights that are available to you with respect to such personal information, you may contact us as described in the Contacting Incued About Your Personal Information or Privacy section below. We will respond to your request within a reasonable timeframe. Please understand that any of the actions above may affect, suspend or make it unable to provide any services to you on the Products.

We will retain your personal information for as long as necessary to provide the Products to you and fulfill the purposes described in this Privacy Policy. This is also the case for third parties within whom we share your information to perform services on our behalf. When we no longer need to use your personal information and there is no need for us to keep it to comply with our legal or regulatory obligations, we will either remove it from our systems or anonymize it. If you have registered with Incued and you no longer want us to use your registration information to provide the Products to you, you may close your account.

7. Security

We employ administrative, physical, and electronic measures designed to protect your information from unauthorized access. For example, we use or require the use by our third party providers commercially reasonable security measures such as encryption and firewalls to protect Personal Data.

Please note that no security system is impenetrable. Accordingly, we do not guarantee the security of our databases, nor that information you supply won't be intercepted while being transmitted to us over the Internet or other network. Any information you transmit to Incued, you do at your own risk. We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored "personal data" (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting through the Products in the most expedient time possible and without unreasonable delay, as consistent with (i) the legitimate needs of law enforcement or (ii) any

measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

8. Children's Privacy

We are committed to protecting the privacy of children. Users must be at least thirteen (13) years of age to access and use the Products. By using the Products, you represent and warrant that you are thirteen years of age or older and that you agree to and agree to abide by all of the terms and conditions of the Agreement. If Incued believes that you are under the age of thirteen or that you are not old enough to consent to and be legally bound by the Agreement, Incued may, at any time, in its sole discretion, and with or without notice: (i) terminate your access to or use of the Products (or any portion, aspect, or feature of them), or (ii) delete any content or information that you have posted through the Products.

9. Changes to the Privacy Policy.

We reserve the right to change or modify this Privacy Policy and any of our Products at any time and any changes will be effective upon being posted unless we advise otherwise. If we make any material changes to this Privacy Policy we will notify you by means of a notice on the Incued Products and/or by email to our registered users (sent to the email address specified when you register) prior to the change becoming effective. By continuing to use the Products after changes are made to this Privacy Policy, you agree to such changes. We encourage you to periodically review this Privacy Policy for the latest information on our privacy practices. If you do not accept the terms of this Privacy Policy, we ask that you do not register with us and that you do not use the Incued Products. Please exit the Skill System Products immediately if you do not agree to the terms of this Privacy Policy.

10. Contacting Us

If you have any questions about this Privacy Policy, please contact us at:

Incued Inc
support@incued.com

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