

Privacy Policy

Last Updated: November 20, 2020

Element, Inc. and its affiliates (collectively "Element," "we," "our," or "us") value your privacy. In this Privacy Policy ("Policy"), we describe the information we collect, how we use it, and when and with whom we share it. This Policy applies to all sites, mobile applications, and other online services (collectively, "Platform") made available by Element, including www.withelement.com. Except as otherwise explicitly provided herein, this Policy applies only to information collected on or through the Platform, and it does not apply to information collected or obtained by or through any other means (including, without limitation, information collected offline, in person, over the telephone and/or by mail, or from third parties outside the Platform). Undefined capitalized terms used herein shall have the definitions as set forth in our [Terms of Use](#). By accessing or using the Platform, you agree to this Policy. IF YOU DO NOT AGREE TO THIS POLICY, PLEASE DO NOT ACCESS OR USE THE PLATFORM.

KEY TERMS

"Content" means text, graphics, images, music, software, audio, video, information or other materials, including but not limited to profile information, Pro Services requests, quotes, message threads, reviews, scheduling and calendar information, and other information or materials available on or through the Platform.

"Customer Member" means a Member who is registered to receive quotes for Pro Services, requests quotes for Pro Services, or otherwise uses the Platform to receive, pay for, review, or facilitate the receipt of Pro Services (including, for the avoidance of doubt, a Member with a Setter account who has directly or indirectly requested Pro Services via the Element Platform).

"Member" means a person or entity who completes Element's account registration process, a person or entity who submits or receives a request through Element, including but not limited to Service Members and Customer Members, or a person with a Setter (sometimes referred to as Setter, a Element company) account.

"Platform" means all Element websites, mobile or other applications, software, processes and any other services provided by or through Element.

"Pro Services" means the services listed, quoted, scheduled, offered or provided by Service Members, or sought, scheduled or received by Customer Members, through the Platform.

"Service Member" means a Member who is registered to send quotes for Pro Services, sends quotes for Pro Services, or otherwise uses the Platform to offer, provide, receive payment for, or facilitate the provision of Pro Services.

"Element Content" means all Content Element makes available on or through the Platform, including any Content licensed from a third party, but excluding User Content.

"User Content" means all Content submitted, posted, uploaded, published, or transmitted on or through the Platform by any Member or other user of the Platform, including but not limited to photographs, profile information, descriptions, postings, reviews, requests, messages, and payments made through the Platform, but excluding Element Content and [Feedback](#).

INFORMATION WE COLLECT

How we collect and store information depends on how you access and use the Platform. We collect information in multiple ways including when you provide information directly to us, when you permit third parties to provide information to us, and when we passively collect information from you, such as information collected from your browser or device.

Information You Provide Directly to Us

- We may collect information from you during your use or access of the Platform, such as:
- When you register for an Account;
- When you participate in polls or surveys;
- When you enroll for electronic newsletters;
- When you request a quote or other information;
- When you submit or respond to a quote;
- When you make a purchase;
- When you fill out any forms;
- When you enter a sweepstakes or contest, or register for a promotion;
- When you transmit User Content;
- When you download or use one of our mobile applications; or
- When you otherwise communicate with us or other users through the Platform.

This list is illustrative, not exhaustive; the Privacy Policy applies to all use of the Platform.

The information you provide directly to us may concern you or others and may include, but is not limited to: (a) name; (b) zip code; (c) email address; (d) home or business telephone number; (e) home, business or mailing address; (f) demographic information (e.g., gender, age, political preference, education, race or ethnic origin, and other information relevant to user surveys and/or offers); (g) date of birth; (h) insurance information; (i) photographs; (j) information about your project, home, request or need; (k) video or audio files; (l) in certain circumstances, payment and/or identity verification information; and/or (m) any other content you include in communications with other users through the Platform or communications with us. It may also include information specific to services you are requesting or offering through the Platform, such as a business name, service description, qualifications and credentials. You are not required to provide us with such information, but certain features of the Platform may not be accessible or available, absent the provision of the requested information.

Information from Affiliates, Social Networking Sites, and other Non-affiliated Third Parties

We may collect information about you or others through Element affiliates or through non-affiliated third parties. For example, you may be able to access the Platform through a social networking account, such as Facebook. If you access the Platform through your Facebook account, you may allow us to have access to certain information in your Facebook profile. This may include your name, profile picture, gender, networks, user IDs, list of friends, location, date of birth, email address, photos, videos, people you follow and/or who follow you, and/or your posts or "likes." Social networking sites, such as Facebook, have their own policies for handling your information. For a description of how these sites may use and disclose your information, including any information you make public, please consult the sites' privacy policies. We have no control over how any third-party site uses or discloses the personal information it collects about you.

We may collect information about you or others through non-affiliated third parties. For example, to the extent permitted by law, we may, in our sole discretion, ask for and collect supplemental information from third parties, such as information about your credit from a credit bureau, or information to verify your identity or trustworthiness, or for other fraud or safety protection purposes. We may combine information that we collect from you through the Platform with information that we obtain from such third parties and information derived from any other products or services we provide.

Through non-affiliated third parties, we may also collect information that demonstrates the occurrence of an off-Platform communication between a Customer Member and a Service Member in order to ensure accurate charging of fees imposed upon Service Members and to enforce the Terms of Use. Except as explicitly stated herein, we will

not collect or store the contents of any off-Platform communication between a Customer Member and a Service Member.

If you send text messages with a Customer Member or Service Member using the telephone number for that Member available on the Platform, we may use a third-party service provider to track these text messages. We track these text messages for fraud prevention, to ensure appropriate charging of Fees, to enforce these Terms, and for quality and training purposes. As part of this process, Element and its service provider will receive in real time and store data about your text message, including the date and time of the text message, your phone number, and the content of the text message.

Information That is Passively or Automatically Collected

Device/Usage Information. We and our third-party service providers, which include ad networks and analytics companies including DoubleClick and Google Analytics, may use cookies, web beacons, and other tracking technologies to collect information about the computers or devices (including mobile devices) you use to access the Platform. As described further below, we may collect and analyze information including but not limited to (a) browser type; (b) ISP or operating system; (c) domain name; (d) access time; (e) referring or exit pages; (f) page views; (g) IP address; (h) unique device identifiers (e.g. IDFA or Android ID); and (i) the type of device that you use. We may also track and record when and how frequently you access or use the Platform, or how you browse the Platform. We use this information (including the information collected by our third-party service providers) for Platform analytics (including to determine which portions of the Platform are used most frequently and what our users like/do not like), to assist in determining relevant advertising (both on and off the Platform), to evaluate the success of our advertising campaigns, and as otherwise described in this Policy.

Location Information. When you use the Platform, we may collect general location information (such as IP address). If you install our mobile app, we may ask you to grant us access to your mobile device's geolocation data. If you grant such permission, we may collect information about your precise geolocation, and we may use that information to improve the Platform, including providing you with location-based features (e.g. for identification of Pro Services available near you). To deliver customized content and advertising, we may share your location information with our agents, vendors, or advertisers. If you access the Platform through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this. See your device manufacturer's instructions for further details. If you disable certain functions, you may be unable to use certain parts of the Platform.

Cookies and Other Electronic Technologies. We and our third-party service providers may use cookies, clear GIFs, pixel tags, and other technologies that help us better

understand user behavior, personalize preferences, perform research and analytics, and improve the Platform. These technologies, for example, may allow us to tailor the Platform to your needs, save your password in password-protected areas, track the pages you visit, help us manage content, and compile statistics about Platform usage. We also use certain of these technologies to deliver advertisements through the Platform that may interest you. We or our third-party service providers also may use certain of these technologies in emails to our customers to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

We may also use local shared objects (also known as "Flash cookies") to assist in delivering special content, such as video clips or animation. Flash cookies are stored on your device, but they are not managed through your web browser. To learn more about how to manage Flash cookies, you can visit the Adobe website and make changes at the Global Privacy Settings Panel.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but your browser may allow you to modify your browser settings to decline cookies if you prefer. If you disable cookies, you may be prevented from taking full advantage of the Platform, because it may not function properly. Flash cookies operate differently than browser cookies, and cookie management tools available in a web browser may not affect flash cookies. As we adopt additional technologies, we may also gather additional information through other methods.

HOW ELEMENT USES THE INFORMATION WE COLLECT

We may use your information for any of the following reasons:

- For the purposes for which you provided it;
- To enable you to use the services available through the Platform, including registering you for our services and verifying your identity and authority to use our services;
- For customer support and to respond to your inquiries;
- For internal record-keeping purposes;
- To administer surveys, sweepstakes, promotions, or contests;
- To track fees and process billing and payment including sharing with third-party payment gateways and payment service providers in connection with the Platform;
- To improve and maintain the Platform and for product development;
- To address fraud or safety concerns, or to investigate complaints or suspected fraud or wrongdoing;

- To periodically send promotional emails regarding new products from Element, special offers from Element, or other information that may interest you;
- With your consent, to contact you by text message regarding certain services or information you have requested;
- With your consent, to contact you by telephone or text message regarding Platform features, improvements, or other products and services that may interest you;
- For Element's market research purposes, including, but not limited to, the customization of the Platform according to your interests;
- To contact you about goods and services that may interest you or with information about your use of the Platform;
- For other research and analytical purposes; and
- To resolve disputes, to protect ourselves and other users of the Platform, and to enforce any legal terms that govern your use of the Platform.

We may display information related to your business, including your name or your business's name, publicly on your profile, except to the extent we tell you we will not display such information. If the information you provide us upon signing up for an account differs from the information you provide us as part of the verification data we collect, we have sole discretion in determining which information will be displayed publicly on your profile. We may combine information that we collect from you through the Platform with information that we obtain from affiliated and nonaffiliated third parties, and information derived from any other products or services we provide. We may aggregate and/or de-identify information collected through the Platform. We may use de-identified or aggregated data for any purpose, including without limitation for research and marketing purposes and may also share such data with any third parties, including without limitation, advertisers, promotional partners, sponsors, event promoters, and/or others.

We may, either directly or through third parties we engage to provide services to us, review, scan, or analyze your communications with other users exchanged via the Platform or as otherwise described in this Policy for fraud prevention, risk assessment, regulatory compliance, investigation, product development, research and customer support purposes. For example, as part of our fraud prevention efforts, we may scan and analyze messages to prevent fraud or improper actions. We may also scan, review or analyze messages for research and product development purposes, as well as to debug, improve and expand product offerings. By using the Platform or engaging in off-Platform communications tracked by Element, you consent that Element, in its sole discretion, may, either directly or through third parties we engage to provide services to us, review, scan, analyze, and store your communications, whether done manually or through automated means.

WHEN ELEMENT DISCLOSES YOUR INFORMATION

Unless otherwise described in this Policy, we may also share the information that we collect from you through the Platform as follows:

- **Affiliates.** We may share your information with any Element affiliates.
- **Consent.** We may disclose your information to nonaffiliated third parties based on your consent to do so. Such consent includes the disclosure of your information (a) in order to provide services or products that you have requested (please see below for more details); (b) when we have your permission; or (c) as described in this Policy, the Terms of Use, or any other legal terms governing your use of the Platform.
- **Service Providers.** We may provide access to your information to select third parties who perform services on our behalf. These third parties provide a variety of services to us including without limitation billing, sales, marketing, advertising, market research, fulfillment, data storage, analysis and processing, identity verification, fraud and safety protection and legal services. As we retain new service providers, we generally seek contractual assurances from these service providers that they will not use your information in any manner other than to help us provide you with the services and products available from Element.
- **Legal Requirements.** We may disclose your information when required by law or when we believe in good faith that such disclosure is necessary to: (a) comply with subpoenas, court orders, or other legal process we receive; (b) establish or exercise our legal rights including enforcing and administering agreements with users; or (c) defend Element against legal claims. If we are required by law to disclose your information, we will use commercially reasonable efforts to notify you unless (1) we believe in our sole discretion that providing notice could create a risk of injury or death, or that harm or fraud could be directed to Element or users; or (2) we are precluded from providing notice by law. We will attempt to provide the notice by email if you have given us an email address. While you may challenge the disclosure request, please be advised we may still be legally required to turn over your information.
- **Protection of Element and Others.** We may disclose your information to whomever necessary when we believe it appropriate to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of the Terms of Use or any other legal terms governing use of the Platform, and/or to protect our rights and property and the rights and property of other users.

- **Business Transfers.** As we continue to develop our business, we may sell, buy, merge or partner with other companies or businesses, or sell some or all of our assets. In such contemplated or actual transactions or where there is any change of control of Element, user information may be among the shared and/or transferred assets.
- **App Store Providers.** We may provide your identity and mobile device identifier to third-party app store providers (for example, the Apple App Store) to allow you to download our mobile apps.
- **Academics and Research.** We may provide information about users to third parties for academic and research purposes, in anonymized or aggregated form.

Please be advised that some information you provide and/or that we collect will be publicly accessible. For instance, registration for an Account requires that you provide us with your name. If you register through Facebook, the Platform will use the name associated with your Facebook account. Your name (full name, or in some instances, your first name and last initial) may be visible to other users. Depending on the circumstances, your name may be attached to your Content or information, such as scheduling of Pro Services, service requests, reviews, participating in discussions or forums, messaging, and profile information. Certain other people, including other users with whom you have interacted via the Platform, will see information about you that is attached to your name. For example (but without limitation), if you are a Customer Member seeking Pro Services, the description you provide of your desired services, along with your name, will be shown to some Pro Members registered in the relevant category along with your name. Thus, other users may be able to personally identify you based on Content you provide. Similarly, the information we collect, including but not limited to when you last accessed the Platform, may be shared with other Members with whom you are interacting or otherwise made public.

We invite you to post Content on or through our Platform, including, but not limited to, your comments, pictures, Service Member profile, and any other information. However, please be careful and responsible whenever you are online. If you choose to post User Content on or through the Platform, such as through Member-to-Member messaging or through our review boards, forums, blogs, or other postings, that information: (a) may be or may become publicly available; (b) may be collected and used by third parties with or without our knowledge; and (c) may be used in a manner that may violate this Policy, the law, or your personal privacy.

ONLINE ANALYTICS AND TAILORED ADVERTISING

Analytics

We may use third-party web analytics services on the Platform, such as those of Google Analytics. These service providers use the sort of technology described in the Information That Is Passively or Automatically Collected section above to help us analyze how users use the Platform, including by noting the third-party website from which you arrive. The information collected by the technology will be disclosed to or collected directly by these service providers, who use the information to evaluate your use of the Platform. We also use Google Analytics for certain purposes related to advertising, as described in the following section. To prevent Google Analytics from using your information for analytics, you may install the [Google Analytics Opt-Out Browser Add-on](#).

Tailored Advertising

Third parties whose products or services are accessible or marketed via the Platform may also place cookies or other tracking technologies on your computer, mobile phone, or other device to collect information about your use of the Platform in order to (a) inform, optimize, and serve marketing content based on past visits to our websites and other sites and (b) report how our marketing content impressions, other uses of marketing services, and interactions with these marketing impressions and marketing services are related to visits to our websites. We also allow other third parties (e.g., ad networks and ad servers such as Google Analytics, DoubleClick, Facebook and others) to serve tailored marketing to you and to access their own cookies or other tracking technologies on your computer, mobile phone, or other device you use to access the Platform. We neither have access to, nor does this Policy govern, the use of cookies or other tracking technologies that may be placed on your computer, mobile phone, or other device you use to access the Platform by non-affiliated, third-party ad technology, ad servers, ad networks or any other non-affiliated third parties. Those parties that use these technologies may offer you a way to opt out of targeted advertising as described below. You may receive tailored advertising on your computer through a web browser. Cookies may be associated with de-identified data linked to or derived from data you voluntarily have submitted to us (e.g., your email address) that we may share with a service provider in hashed, non-human-readable form.

If you are interested in more information about tailored browser advertising and how you can generally control cookies from being put on your computer to deliver tailored marketing, you may visit the [Network Advertising Initiative's Consumer Opt-Out Link](#) and/or the [Digital Advertising Alliance's Consumer Opt-Out Link](#) to opt-out of receiving tailored advertising from companies that participate in those programs. To opt out of Google Analytics for Display Advertising or customize Google Display Network ads, you can visit the [Google Ads Settings page](#). Please note that to the extent advertising technology is integrated into the Platform, you may still receive advertising content even if you opt out of tailored advertising. In that case, the advertising content will just not be tailored to your interests. Also, we do not control

any of the above opt-out links and are not responsible for any choices you make using these mechanisms or the continued availability or accuracy of these mechanisms. If your browsers are configured to reject cookies when you visit this opt-out page, or you subsequently erase your cookies, use a different computer or change web browsers, your NAI or DAA opt-out may no longer be effective. Additional information is available on NAI's and DAA's websites, accessible by the above links.

When using a mobile application you may also receive tailored in-application advertising content. Each operating system-iOS for Apple devices, Android for Android devices, and Windows for Microsoft devices-provides its own instructions on how to prevent the delivery of tailored in-application marketing content. You may review the support materials and/or the privacy settings for the respective operating systems in order to opt-out of tailored in-application advertising. For any other devices and/or operating systems, please visit the privacy settings for the applicable device or contact the applicable platform operator.

PRIVACY OF MINORS

Our services are not designed for minors under 18. Only persons 18 years of age or older may use the Platform. If we discover that an individual under 18 has provided us with personal information, we will close the account and delete the personal information to the extent required by the Children's Online Privacy Protection Act. We may, where permitted by law, retain certain information internally for purposes described in this Policy.

SECURITY

We employ physical, procedural, and technological security measures to help protect your personal information from unauthorized access or disclosure. Element may use encryption, passwords, and physical security measures to help protect your personal information against unauthorized access and disclosure. No security measures, however, are 100% failsafe. Therefore, we do not promise and cannot guarantee, and thus you should not expect, that your personal information or communications will not be collected, disclosed and/or used by others. You should take steps to protect against unauthorized access to your password, phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, keeping your log-in and password private, and not recycling passwords from other websites or accounts. Element is not responsible for the unauthorized use of your information nor for any lost, stolen, or compromised passwords, or for any activity on your Account via unauthorized password activity.

LINKS TO EXTERNAL PLATFORMS

The Platform may contain links to other websites or resources over which Element does not have any control. Such links do not constitute an endorsement by Element of those external websites. You acknowledge that Element is providing these links to you only as a convenience, and further agree that Element is not responsible for the content of such external websites or the protection and privacy of information you provide while visiting such external websites.

UPDATING, DELETING, AND CORRECTING YOUR INFORMATION

You may review, correct, and delete certain information about you by, for Element branded portions of the Platform, logging in to the Platform and navigating to your preferences page in "Your Dashboard" or, for Setter branded portions of the Platform, logging in to the Platform and navigating to your Home. You must promptly update your Account information if it changes or is inaccurate. Upon your request, we will close your Account and remove your profile information from view as soon as reasonably possible. We may retain information from closed Accounts in order to comply with the law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations of any user, enforce our Terms of Use, and/or for any other purposes otherwise permitted by law that we deem necessary in our sole discretion. You should understand, however, that once you transmit User Content through the Platform, you may not be able to change or remove it. Once we have deactivated or removed your Account, you agree that Element will not be responsible to you for retaining information related to your Account.

YOUR CHOICES

We may send periodic emails to you. You may opt out of promotional emails by following the opt-out instructions contained in the email. Please note that it may take up to 10 business days for us to process opt-out requests. If you opt out of receiving emails about recommendations or other information we think may interest you, we may still send you emails about your Account or any services you have requested or received from us.

We may monitor and record our telephone conversations with you for training and quality assurance purposes. You will be provided with a notice at the beginning of any call that is being recorded.

CALIFORNIA NOTICE OF PRIVACY PRACTICES

If you are a California resident (as defined by the California Consumer Privacy Act), you may have certain rights. For more information, please see the [Supplemental Privacy Notice for California Residents](#) below.

NOTICE FOR NEVADA RESIDENTS

Under Nevada law, certain Nevada consumers may opt out of the sale of “personally identifiable information” for monetary consideration to a person for that person to license or sell such information to additional persons. “Personally identifiable information” includes first and last name, address, email address, phone number, Social Security Number, or an identifier that allows a specific person to be contacted either physically or online.

We do not engage in such activity; however, if you are a Nevada resident who has purchased or leased goods or services from us, you may submit a request to opt out of any potential future sales under Nevada law by support@withement.com. Please note we will take reasonable steps to verify your identity and the authenticity of the request. Once verified, we will maintain your request in the event our practices change.

CHANGES TO THIS POLICY

THIS POLICY IS CURRENT AS OF THE EFFECTIVE DATE SET FORTH ABOVE. ELEMENT MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, CHANGE THIS POLICY AT ANY TIME. ELEMENT WILL POST ITS UPDATED POLICY ON THE PLATFORM, SEND YOU A MESSAGE OR OTHERWISE NOTIFY YOU WHEN YOU ARE LOGGED INTO YOUR ACCOUNT. ELEMENT ENCOURAGES YOU TO REVIEW THIS POLICY REGULARLY FOR ANY CHANGES. YOUR CONTINUED ACCESS TO OR USE OF THE PLATFORM WILL BE SUBJECT TO THE TERMS OF THE THEN-CURRENT POLICY.

CONSENT TO TRANSFER

Our computer systems are currently based in the United States and Canada, so your personal data will be processed by us in the United States and Canada, where data protection and privacy regulations may not offer the same level of protection as in other parts of the world. If you create an Account with the Platform as a visitor from outside the United States, by using the Platform, you agree to this Policy and you consent to the transfer of all such information to the United States and Canada, which

may not offer a level of protection equivalent to that required in the European Union or certain other countries, and to the processing of that information as described in this Policy.

CONTACT US

If you have any questions about the Privacy Policy or the Platform, please contact us by sending an email to support@withElement.com.

Supplemental Privacy Notice for California Residents

This Supplemental Privacy Notice supplements the information in our Privacy Policy above, and except as provided herein, applies solely to California residents (as defined by the California Consumer Privacy Act). It applies to personal information we collect on or through the Platform and through other means (such as information collected offline, in person, and over the telephone). It does not apply to personal information we collect from Service Members in their capacity as Service Members. Employees of Element, Inc. and job applicants to jobs at Element, Inc. are also not covered by this Supplemental Privacy Notice

Summary of Information We Collect

California law requires us to disclose information regarding the categories of personal information that we have collected about California consumers, the categories of sources from which we collect personal information, the business or commercial purposes (as each of those terms are defined by applicable law) for which we collect personal information, and the categories of parties with whom we share personal information.

As described further in our Privacy Policy above, in the preceding twelve months, we or our service providers may have collected the below categories of personal information for business or commercial purposes:

- Identifiers (such as account information, name, email address, address, phone number, or social network account and profile data);
- Commercial information (such as transaction data);
- Financial data (such as payment information);

- Internet or other network or device activity (such as IP address, unique device, advertising, and app identifiers, browsing history or other usage data);
- Location information (general location, and, if you provide permission, precise GPS location);
- Sensory information (such as audio recordings if you call our customer service);
- Inferences about your project preferences and traits; and
- Other information that identifies or can be reasonably associated with you (such as user generated content, e.g. reviews).

We collect the categories of personal information identified above from the following sources: (1) directly from you; (2) through your use of the Platform; (3) affiliates; and (4) third parties such as other users or vendors.

We or our service providers may collect the categories of information identified above for the following business or commercial purposes (as those terms are defined in applicable law):

- Our or our service provider's operational purposes;
- Auditing consumer interactions on our site (e.g., measuring ad impressions);
- Detecting, protecting against, and prosecuting security incidents, fraudulent or illegal activity and activity that violates any terms or policies;
- Bug detection, error reporting, and activities to maintain the quality or safety of our services;
- Short-term, transient use, such as customizing content that we or our service providers display on services;
- Providing services (e.g., account servicing and maintenance, order processing and fulfillment, customer service, advertising and marketing, analytics, communication about our services, administering surveys, contests, and promotions, enabling you to find a Service Member to provide services to you, facilitating communications between users);
- Improving our existing services and developing new services (e.g., by conducting research to develop new products or features, or to train our employees on issues that our users need to be resolved);
- Other uses that advance our commercial or economic interests, such as third party advertising and communicating with you about relevant offers from third party partners;
- Other uses about which we notify you.

We describe our information sharing practices in the Privacy Policy above. In the previous twelve months, we may have shared certain categories of personal

information with third parties for business purposes. For example, we may share your personal information with other users, such as Service Members when you request professional services. The personal information shared may include the following categories of personal information: (1) identifiers; (2) commercial information (such as the type of professional services you are seeking); (3) location information (e.g. to describe where you are seeking professional services); and (4) other information that can be associated with you (such as information related to a home improvement project).

Examples of these types of uses are identified below. We may also use the below categories of personal information for compliance with applicable laws and regulations, and we may combine the information we collect (“aggregate”) or remove pieces of information (“de-identify”) to limit or prevent identification of any particular user or device.

Rights

If you are a California resident (as defined by the California Consumer Privacy Act), you may have certain rights. California law may permit you to request that we:

- Provide you the categories of personal information we have collected or disclosed about you in the last twelve months; the categories of sources of such information; the business or commercial purpose for collecting or selling your personal information; and the categories of third parties with whom we shared personal information.
- Provide access to and/or a copy of certain information we hold about you.
- Delete certain information we have about you.

You may have the right to receive information about the financial incentives that we offer to you, if any. You also have the right to not be discriminated against (as provided for in applicable law) for exercising certain of your rights referenced herein. Certain information may be exempt from such requests under applicable law. In addition, we need certain types of information so that we can provide our services to you. If you ask us to delete it, you may no longer be able to access or use our services.

If you would like to exercise any of these rights, please submit a request at support@withelement.com. You will be required to verify your identity before we are able to fulfill your request, for instance by logging into the Element platform. You can also designate an authorized agent to make a request on your behalf. To do so, you must provide us with written authorization or a power of attorney, signed by you, for the agent to act on your behalf. You will still need to verify your identity directly with us.

The California Consumer Privacy Act (CCPA) sets forth certain obligations for businesses that “sell” personal information. Element shares certain personal information of Customer Members with select Service Members to better enable those Customer Members to find a Service Member who can provide a service the Customer Member has expressed interest in. Element also shares certain information with its marketing partners who do not qualify as “service providers” under the CCPA. To opt out of such sharing, you may click [here](#).

Metrics

California law may require us to compile the following metrics for the previous calendar year: the number of rights requests received, complied with, and denied, as well as the median number of days within which we responded to those requests. To the extent this obligation applies to Element, we will update this section after the CCPA has been in effect for a year.

California Shine the Light

If you are a California resident, you may ask for a list of third parties that have received your information for direct marketing purposes during the previous calendar year. If we have shared your information, this list will contain the types of information shared, and we will provide this list at no cost. To make such a request, contact us at support@withElement.com.

California Do-Not-Track Disclosure

Element is committed to providing you with meaningful choices about the information collected on our Platform for third party purposes. That is why we have provided links (above) to the NAI "Consumer Opt-Out" link, the DAA opt-out link, and a Google opt-out link. However, Element does not currently recognize or respond to browser-initiated Do-Not-Track signals, as the Internet industry is currently still working on Do-Not-Track standards, implementations, and solutions.