



## DeleteMe Privacy Policy

*Last revised 12/31/2019*

Abine Inc.'s goal is to help you regain control of your personal information online, and as such, we do not use tracking to collect any personal information on our website. Our privacy policy reflects this goal.

### **Philosophy.**

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We're dedicated to consumer privacy rights and support privacy policies that are understandable. We're committed to responsibly handling any information we collect.

### **We never sell your data. Period.**

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If we share your data, it's only with companies we've hired to do work for us to carry out the services you want. They'll never own it or be able to share it with anyone else. Your data is yours. We do sometimes place online advertisements or pay affiliate partners for subscription sales they generate. These systems may use IP address or order numbers to identify and record these sales. We do not share information beyond what is needed for these transactions, but some of the companies may already be tracking you outside of our control (for instance by clicking on a google search result).

## Data Collection.

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We do not collect any personal information through our website except for customers when purchasing specific premium services. Even so, this website is not directed at individuals under 13 years of age in compliance with the Children's Online Privacy Protection Act (COPPA).

From time to time we may use session or persistent cookies on this site for session management, configuration for return visits, or to reward sites that provide visitors to us. Session cookies expire when you close your browser. You can set your browser to refuse cookies by following these instructions. We log aggregate information about our site visitors, but our logs do not contain your name, email, or other personally-identifiable information. These logs are automatically generated for our websites and are not powered by online trackers.

## Data use.

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Many companies profit off their users by selling their info, but we'll never do that. We only use the data we collect about the way people use our products and our website to build better products. We'll never share any personal data about your online activity or use it to target you individually. If you choose to sign up for our newsletters or receive emailed updates of our privacy blog, we'll occasionally send you emails with coupons, announcements, and Abine news.

Abine Inc. will only retain user information for a maximum of **6 months after a user has canceled a paid subscription** (except for basic information that the transaction occurred), and **6 months for website visitors**, except for any payment-related information that we have to retain for fraud purposes.

## **Data sharing.**

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A few things that you do may require us to share data. For instance, when you buy one of our products with a your credit card, we have to share that info to process the payment. Some of our other services (like DeleteMe) may also require some data sharing to provide the service, such as requesting that third party websites (data brokers and information aggregators) remove or suppress your personal information from their websites. To fulfil your opt-out requests, we may have to identify listings held data brokers, which necessarily requires sharing portions of your data with them. We try to do things ourselves but sometimes need to rely external companies. We can't control how these third-party data brokers will treat your personal information, although it is only provided to them so they can opt you out of their public databases. We make hard decisions about when to do so, always balancing the privacy risks against the benefits.

We may use outside service providers for required DeleteMe procedures, including but not limited to processing payments and helping us send mailed opt-outs. Because DeleteMe's removal list depends on the listed websites' opt-out procedures and business practices and is thus subject to change, the outside service providers we use may also change. Abine Inc. always maintains ownership and control of your data during these times, and we do not sell your information.

## **Law enforcement.**

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We won't provide your information unless we're compelled by law with a valid court order, which is a much higher standard than the usual "permitted by law." Companies don't have to tell you when someone requests your data, but we will try and inform you so you can be aware and take legal action if you choose

We won't share your data unless you are using specific services through us that require it or if we were ever compelled by legal orders, in which cases, we share the minimum data required and don't allow it to be used for anything beyond the limited service provided.

As of today, Abine has not received a national security order and we have not been required by a FISA court to keep any secrets.

We will sometimes link to other websites. You should consult the respective privacy policies of these third-party sites. Our privacy policy does not apply to these other websites, and we cannot control their activities.

If you have any questions about this policy, please contact us at [legal@getabine.com](mailto:legal@getabine.com).

## Third Party Data Sharing and Data Use

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The following chart describes each Abine partner as well as how and why your information may be shared with third parties in order to operate DeleteMe. For some services, such as processing a payment we have no choice but to share some of your data with third parties.

In addition, for DeleteMe, when we submit Opt-Out requests on your behalf we must identify to the databroker website the specific listings or the personal information that should be removed.

If you...	Company	Purpose	Data Disclosed
<i>Payment Processors, Gateways and Banking Partners</i>			

Purchase a DeleteMe subscription	<a href="#">Stripe</a>	To allow payment processing settlement services, and fraud checking when using credit or debit cards.	Name, address, email address, details of user payment method, and details of payment transactions.
<i>Databroker Websites</i>			
Active your subscription	Databrokers covered in your plan	To identify what personal information should be removed	Specific listing URLs and /or personal information already on their websites such as name, address, and in some cases redacted ID images.
<i>3rd Party Customer Support Tools</i>			
If you email our support team	<a href="#">Groove</a>	To speak with customers and potential customers via email, mostly for customer support	Email address, name if provided
If you chat with our support team	<a href="#">Olark</a>	To speak with customers and potential customers using real-time live chat, mostly for customer support	Email address if provided, name if provided
If you call us on the phone	<a href="#">Mighty Call</a>	To speak with customers and potential customers over the phone, mostly for customer support	Phone number

## DeleteMe Terms of Service

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**Here are the ground rules if you're using our stuff.** The following Terms of Service (“Terms,” “Agreement”) govern your use of DeleteMe, a service of Abine, Inc.

**DeleteMe helps protect your privacy.** Our DeleteMe service allows a user (“user” or “you”) to manage personal information and control how other websites and businesses display such personal information. These Terms of Service describe the terms and conditions on which Abine provides the DeleteMe service to you. For more information about how the DeleteMe service works, please visit our Frequently Asked Questions.

**Legal policies can be tedious, but please read up.** We'll strive to make our policies understandable. READ THIS AGREEMENT CAREFULLY. IF YOU ACCEPT THIS AGREEMENT OR USE THE DELETEME SERVICE OR APPLICATION, YOU ARE ENTERING INTO THIS AGREEMENT WITH ABINE. THIS IS A LEGALLY BINDING AGREEMENT. If you don't agree to these terms and conditions, you aren't permitted to use the DeleteMe services, our apps, or our website.

**Things could change.** We may amend or terminate any terms of this Agreement at any time and such amendment or termination will be effective at the time we post the revised terms on the site. We'll strive to make these terms understandable. You can tell when we last revised this agreement was by looking at the “last updated” date at the top of this Agreement. Your continued use of the site or services after we've posted revised terms signifies your acceptance of the revised terms.

**Tell the truth.** You agree that all the information you're submitting to DeleteMe in connection with the services is and will be true and about you, not someone else. If you provide any information that is or that we suspect is untrue, inaccurate, not current or incomplete, Abine has the right to suspend or terminate your subscription and refuse any and all current or future use of your subscription.

**Your data is yours.** You retain ownership over all the personal information that you submit to the DeleteMe service, and Abine will never sell it. To fulfil your opt-out requests, we have to send your information to data brokers, which necessarily requires sharing your data with them. We can't control how these third-party data brokers will treat your personal information, although it is only provided to them so they can opt you out of their public databases.

**Adults only.** This service is meant to be used by adults only (18+) for themselves, or on behalf of a minor for whom they are the parent or legal guardian.

**We'll try hard.** DeleteMe allows subscribers like you to request that third party websites, such as data brokers and information aggregators, remove or suppress your personal information from their websites. You recognize that DeleteMe will use good faith, reasonable efforts to help you submit these opt-out requests, but that we cannot guarantee that third parties will honor the requests or remove your data.

**It's unlikely, but bad things could happen.** You acknowledge that your use of the DeleteMe service may have unintended consequences, possibly including direct, special, indirect, consequential and other damages, and you agree that you won't hold Abine liable for these consequences. (In English, not legalese: let's say that you have a long-lost brother who's looking for you via Intelius. Because we deleted you from Intelius, it takes him much longer to find you. You agree that you won't sue us because you lost the opportunity to spend more time with your brother.) Also, because lawyers often make a lot of clever arguments, you agree regardless of any claim you or lawyer comes up with the most you could ever recover in any claim brought by you against Abine is the total amount of fees you actually paid to Abine over the entire time you used the DeleteMe service.

**Don't sue us because of DeleteMe.** You will indemnify and hold harmless Abine, its parents, subsidiaries, customers, vendors, officers, and employees from any liability, damage or cost from any claim or demand associated with your use of the DeleteMe service or site.

**You're letting us do the work of removing your personal info from data broker websites.** You grant Abine a Limited Power of Attorney to act on your behalf for the purposes of performing the DeleteMe service to control your personal information online, including submitting opt-out requests to and communicating with third-party websites like data brokers or aggregators or other parties who have control over this content, signing opt-out documents, creating accounts for you, and any other action Abine reasonably deems necessary to remove, suppress, or opt-out your personal information from unwanted sources in fulfillment of your order. This Limited Power of Attorney will remain in full force and effect until you cancel your service with Abine.

**Data brokers change, so DeleteMe might change too.** You acknowledge that DeleteMe's removal list depends on the listed websites' opt-out procedures and business practices and thus is subject to change. DeleteMe will not remove all of your information from the Internet. As such, the DeleteMe service, content and site are provided on an "as is" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Consistent with what we stated above regarding damages, you agree that in any event, Abine's liability is limited to fees you actually paid to Abine.

**If something crazy happens, it's not our fault.** You acknowledge that Abine will not be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside Abine's reasonable control, like natural disasters.

**Privacy is key.** Abine is dedicated to consumer privacy rights and operates the DeleteMe service under our privacy policy. We urge you to read that policy now and revisit occasionally because we may update it. We'll strive to make our policies understandable.

**Please don't steal our stuff.** All the text, images, marks, logos, compilations (meaning the collection, arrangement, and assembly of information) and other content on Abine's website ("Site Content"), and all software embodied in Abine's website, applications, or otherwise ("Software") used by to deliver the Services is proprietary to us. Except as otherwise expressly permitted by these Terms, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation, or other reduction of such software to human-readable form is prohibited. The text marks "ABINE," "ONLINE PRIVACY STARTS HERE," "DELETEME," "DONOTTRACKME," and "MASKME," as well as their associated logos, are our trademarks, and you may not use them in connection with any service or products other than those we provide in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Abine (although we're happy to have you use our Site Content for noncommercial, educational, or news-related use if you properly attribute it to us). Any use of such marks will apply to the benefit of their respective owners.

Use our tools and services for good, not evil, or we'll kick you out. We don't allow our Site or Services to be used for illegal activities or activities that we find improper for any reason whatsoever. We reserve the right to take preventative or corrective actions to protect ourselves and our users from anyone's unacceptable use. Your failure to comply with our Terms may result in us terminating your access to and use of our site and services. You are not to:

- Impersonate anyone, falsely state or otherwise misrepresent your affiliation with any person or entity, or knowingly provide any fraudulent, misleading, or inaccurate information;
- Defame, abuse, harass, stalk, threaten, or otherwise violate others' rights, including without limitation others' privacy rights or rights of publicity;
- Access or use (or attempt to access or use) another user's account without permission;

- Transmit any software or materials that contain any viruses, worms, trojan horses, defects, or other items or computer code of a destructive nature;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any portion of the site or services;
- “Frame” or “mirror” any portion of the Site or Services;
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of our site or services;
- Harvest or collect any other users’ information from the site or our services;
- Use our site or services for any illegal activity; or
- Probe, scan or test the vulnerability of our site or services, breach their security or authentication measures, or take any action that imposes an unreasonable or disproportionately large load on our site infrastructure.

**We'll charge you for your subscription.** You acknowledge that you're registering for a recurring subscription and will be automatically billed at the end of the subscription billing cycle.

**You have the right to cancel your DeleteMe subscription at any time,** for any reason, and can do so by emailing us at [support@joindeleteme.com](mailto:support@joindeleteme.com) or calling us at [833-335-3836](tel:833-335-3836). You are entitled to a full refund if you cancel before your first DeleteMe Privacy Report. If you cancel anytime after your first DeleteMe Privacy Report, you are entitled to a prorated refund based on the time remaining in your DeleteMe subscription. Upon cancelling your DeleteMe subscription, Abine will cease any future billing. This refund policy does not apply if we've terminated your account for misuse outlined in this Agreement. Any termination of your use of the DeleteMe service, whether initiated by you or by Abine, won't affect any of your or Abine's rights and obligations under these Terms that have arisen before the effective date of such termination.

**We're from Massachusetts, so that's where we'll go to court if we ever get on each other's nerves.** You and Abine agree that all matters arising from or relating to the use and operation of our site or services will be governed by the substantive laws of Massachusetts. You agree that all claims you may have arising from or relating to the operation, use, or other exploitation of the DeleteMe service will be heard and resolved in the federal and state courts located in Massachusetts. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any object to proceeding in such courts. If you choose to gain access to our site or services from locations other than Massachusetts, which is likely, you will also be responsible for complying with all local laws of any such other location. Finally, you won't ever use our site or services in violation of U.S. export laws or regulations.

## **CCPA Note: Do not sell my personal information**

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**We do not sell your personal information.** Our business is giving you back control over your own data – so we do not sell your personal information to anyone. However, some of your personal data is shared with third parties in order to deliver some of our services (see our [Third Party Data Sharing and Data Use](#)). In addition, we do sometimes place online advertisements or pay affiliate partners for subscriptions sales they have generated for us, and these systems may use IP addresses or order numbers to identify these sales.

Please see our [Privacy Policy](#) or [Requesting or Deleting your Data](#) for more information.

### **Requesting or Deleting your Data**

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You can request that we erase your stored data that Abine Inc. has stored about you in regards to your Blur, MaskMe or DeleteMe account by simply emailing your request to [ccpa-requests@joindeleteme.com](mailto:ccpa-requests@joindeleteme.com). We'll respond to your request as soon as possible. Note that we can't delete data related to financial transactions you have made, and due to Payment Card Industry (PCI) requirements we are required to keep even most non-financial data for at least 90 days.