

OUR STATEMENT ON PRIVACY

(Effective February 21, 2018)

Your Privacy Is Extremely Important to Us.

Portal strives to provide a community which honors the creative mind, respects the individual, and casts aside broken concepts like online advertising.

In this spirit, we strive to be open, clear, and respectful in how we handle your personal information. **Please review this Statement on Privacy carefully** – and if you find anything in here doesn't make sense or seem right to you, please write to us at legal@portal.xyz.

By accessing our Services, you acknowledge and fully agree to all terms and conditions in this Statement on Privacy. Furthermore, by accessing our Services, you acknowledge and fully agree that all terms and conditions in this Statement of Privacy are incorporated, in their entirety, into Portal's Terms of Service – and that those Terms of Service control this Statement on Privacy.

A Few Preliminary Definitions

1. There are a few words and phrases that you'll see repeatedly throughout this Statement of Privacy, including in the preceding introduction. These are identical to the Preliminary Definitions set forth in our Terms of Service – they are restated here for your convenience.
 - a. **Mass Lab, Inc.** (also "**Portal**", "**we**", "**us**", "**Company**" and "**our**") is a Delaware limited liability company dedicated to providing everyday individuals with meaningful opportunities to improve their overall lives.
 - b. Portal's "**Affiliates**" include our executives, employees, officers, contactors, consultants, attorneys, advisers, board members, directors, joint ventures, parents, subsidiaries, successors, assigns, and any controlling and/or acquiring individual and/or entity and his/her/its affiliates.
 - c. "**You**" refers to you, the individual, as well as any entity or other individual on whose behalf you're acting.
 - d. "**Services**" refer to any and all of Portal's websites, social media accounts, webcasts, livestreams, videos, programs, plans, emails, text and SMS messages, feeds (e.g. Real Simple Syndication feeds, Atom feed), virtual currencies, sale of

access to content, gratuity services, promotions, advertisements, software, programs, features, systems, platforms, and applications.

- e. **“User Content”** refers to any text, photos, images, .gifs, memes, video, audio, and multimedia you create, post, provide, upload, send, and/or share in connection with our Services. This includes photos or videos that you create, submit, and/or share in connection with our Services. User Content specifically does not include any user passwords, personally identifying information, or financially sensitive information – those items are subject to their own rules, unless such information appears (against our recommendation) in a public-facing, photo, image, item of text, audio file, video, or multimedia item.

Portal Keeps a Pulse on Our Community & Its Members.

It’s important for Portal to know our people and keep a pulse on the community. That way, we can learn and improve as we aim to deliver the best possible online media experience

You therefore agree that it’s OK for us to collect the following information from you:

1. **Signing Up.** If you sign-up with Portal through our website, we ask you to provide an email address, phone number, and/or social handle. We collect and store this information. Likewise, if you provide an email address, phone number, or social handle to us at any other point, we will collect and store that information.
2. **Third Party User Information.** Third party providers like Facebook, Instagram, and Twitter make it simple to connect with Portal. If you use a third party provider to connect with us, Portal and its Affiliates reserve the right to collect information from that third party regarding your profile, contact info, login information, user history, online contacts/friends, settings, and preferences; we may collect additional information from a third party provider as per your consent.
3. **Profile Information.** After you sign-up, we encourage you to build out your user profile by providing “Profile Information,” which includes, among other things: biographical information; information on your personal activities, proclivities, and preferences; information about your professional history, credentials, and associations; images, graphics, photographs, audio, video, and multimedia reflecting or portraying your likeness; and information regarding your friends, family, and online contacts.
4. **Representation Re: Accuracy** You hereby represent and warrant that all Profile Information, personally-identifying information, and financially-sensitive information

you provide in connection with our Services will be truthful, accurate, and up-to-date at all times. You further represent and warrant that you will make best efforts to ensure that your User Content remains free of any false, misleading, fraudulent, defamatory, and deceptive statements.

5. **Information We Collect.** You acknowledge and agree that Portal and its Affiliates reserve the right to collect any and all text, photos, images, video, audio, multimedia you create, provide, upload, download, import, sync, and/or share in connection with our Services, including without limitation any and all User Content and Profile Information. If at any point you provide contact information (e.g. email address, phone number, name), personally identifying information (e.g. full name + street address), and/or financially sensitive information (e.g. credit card information), Portal and its Affiliates will collect such information. We also collect information about any contact you make with Portal; this includes, without limitation, recording customer service calls and saving and memorializing electronic messages and communications for the purposes of quality assurance, user data analysis, business development, research and development, evidence in a dispute, and/or enforcement of agreements.
6. **Interactions & Tracking Technologies.** Portal needs the ability to measure, improve, and customize around your use of our Services. You acknowledge and agree that, when you use our Services, Portal and its Affiliates reserve the right to automatically collect data and information about your use of our Services – such as how you get to our Services, what you were doing before you used our Services, what type of device and operating system you use, what type of browser and language you use, the IP address and device ID of your device and/or proxy server, your mobile carrier/ISP, your location, referring URLs, what you view and when, what you click and when, which features you choose to use or not use, which events and/or products interest you how long you spend using our Services, and what you do after you use our Services. If you have opted to receive texts, SMS messages, and/or emails from Portal, we reserve the right collect a confirmation when you open these messages and emails. You acknowledge and agree that Portal may use cookies, web beacons, pixel tags, clear GIFs, and other tracking technology to collect data and information from you. Please note that most phones have settings which turn off the GPS locator and push notifications; likewise, many browsers enable the user to limit the use of tracking technology.

Portal Will Store & Retain Your Information.

There's no point collecting all of this information if we're not going to save it. You acknowledge and agree that Portal and its Affiliates reserve the right to freely retain and store all data and information that we collect from you (including without limitation all User

Content, Profile Information, personally-identifying information, and financially-sensitive information) – in any manner and/or format we choose, in any location we select, worldwide, and for any duration of time. Likewise, Portal reserves the right to delete, filter, edit, remove, or destroy any data and/or information we collect for any purpose without notice or cause.

We May Obtain Information about You from a Third Party.

Please note that we reserve the right to obtain any information and/or data about you from any third party we choose; we further reserve the right to store and use this information and/or data as though it were provided and/or generated in connection with your usage of our Services, as described in this Statement on Privacy.

We Intend to Use Your Information in a Few Different Ways.

You acknowledge and agree that Portal may make use of your data and information as follows:

1. **We've Got No Love for Advertisers.** Under no circumstances will Portal sell, rent, barter, or otherwise intentionally provide your financially sensitive or personally identifying information to any third party. Portal will not hassle you with targeted ads or push notifications for third-party products or services. We've built the platform we always wanted to use – and that means an ad-free experience.
2. **Making Use of Your User Content.** As described in our **Terms of Service**, you grant Portal a broad-ranging license to use any User Content generated in connection with our Services. You should expect that your User Content will be made public and searchable in its entirety; your User Content may also appear in connection with the marketing, promotion, sale, and advertisement of Portal and our Services, as described in our **Terms of Service**.
3. **Optimizing Your Experience.** Portal and its Affiliates collect and study the data and information you provide and generate – and data and information provided and generated by other users – so that we may create the best possible experience. You acknowledge and agree that this includes, but is not limited to, analyzing data and information generated and gathered from your interactions with our Services – and using said data and information to provide you and other users with customization, focus, and ultimately improvement around our Services, third party offerings, marketing efforts, and user experiences.
4. **Necessary Disclosures.** While we deeply value your sensitive information, we need to do everything we can to protect our Company, Affiliates, and community. Therefore, you acknowledge and agree that Portal and its Affiliates may disclose any of the

information you provide us (i.e. even your personally identifying and financially sensitive information): (a) in compliance with legal process or upon legal request; (b) as we facilitate a transaction for you (for example, disclosing your information to a credit card company to facilitate a purchase for access to our content); (c) to resolve disputes; (d) in order to enforce our Terms of Service, including without limitation this Statement on Privacy; (e) to protect the rights and/or safety of a third party; and/or (f) to otherwise protect Company, our Affiliates, and/or our users.

5. **Sharing Your Information within Portal.** Portal works hard to maintain strong channels of communication. You acknowledge and agree that – among our Company and its Affiliates – Portal may fully and freely disclose and discuss any information and data regarding you and/or your use of our Services (i.e. even financially sensitive and personally identifying information). This includes, but is not limited, to the disclosure and transfer of all such information and data – as well as any and all rights and licenses as to User Content – in the event of a merger, acquisition, asset sale, or change in control. The data and information you provide and/or generate in connection with our Services – including without limitation your User Content and Profile Information – are assets for all intents and purposes.
6. **Communications from Portal.** Portal wants to stay in touch with you – so we can keep you in the loop with upcoming events, good news, and the occasional promotion. These communications may be based on and/or derived from information you provide us, information provided to us by a third party, and/or your interactions with our Services. You agree to receive these communications and acknowledge that you may opt-out at any time by clicking at the bottom of Portal emails or emailing optout@portal.xyz, subject line “Portal Communications.”
7. **Inferences & Aggregate Data.** To make the most of our data, Portal needs to dig deeper than the surface. You acknowledge and agree that Portal and its Affiliates may use information and data provided and/or generated by your use our Services – including without limitation your Profile Information and User Content – in order to infer patterns of behavior and factual information about you and our other users. You further acknowledge and agree that Portal and its Affiliates may use this information and data to create compilations and aggregated data; you acknowledge and agree that we use this aggregated (i.e. non-individualized) data for our own analysis, as well as for sale to third parties, such as market research firms and advertisers. To be clear: we are not selling any information which will allow advertisers to identify you or directly market to you.

We need to make sure a few more points are clear.

1. **About Minors.** You agree that you are at least thirteen (13) years of age. You further agree that you are of sound mind and body to understand and agree to this Statement on Privacy. Portal is not intended for, nor do we knowingly collect information from, children under the age of 13. If you think a child under 13 has given information or accessed our services, please let us know immediately. <link to legal @portal.xyz>
2. **California Residents.** California residents are allowed request a list of personal information we disclosed to third parties for direct marketing purposes, alongside the identities of those third parties. This request is free, and California residents are allowed one per year under California Civil Code 1798.83. You may submit these requests to legal@portal.xyz, subject line "Shine the Light Law Request," or write us at: Mass Lab Inc., Attention: Legal Department, 240 Kent Avenue, Brooklyn, NY 11249.
3. **A Word about Security & Protecting Your Information.** Unfortunately, nothing is 100% secure on the Internet. You acknowledge and agree that Portal and its Affiliates cannot warrant the safety and/or security of information or data you transmit to, from, or in connection with Portal; this includes, without limitation, your personally identifying and financially sensitive information. Likewise, you acknowledge and agree that Portal and its Affiliates cannot guarantee that your personal information will be free from unwanted access, usage, disclosure, and/or alteration. You therefore agree to release, defend, indemnify, and hold harmless Portal and its Affiliates in connection with any disputes, claims, controversies, lawsuits, liabilities, decisions, damages, awards, amounts, costs, fees, and/or penalties arising out of and/or relating to the unwanted access, collection, storage, and/or usage your data and information and/or the data and information of a third party – even if the alleged breach originated from Portal's sole acts or practices – regardless of prior notice or warning, and be it negligence, recklessness or intentional conduct. You acknowledge and agree that you are solely responsible for protecting your own private and sensitive information, such as your passwords and financial account info.
4. **Third Party Privacy Policies.** During your Portal experience, you may connect with third party services (e.g. social media providers). You may also access our Services via electronic devices, mobile networks, and internet service providers. All of these third parties have implemented and manage their own privacy policies and practices. You acknowledge and agree that neither Portal nor its Affiliates are responsible for the conduct and/or treatment of any third party as to the access, collection, storage, and/or usage of any of your data or information. We encourage you to carefully review all third party terms and privacy policies; your terms of consent and willingness to consent are strictly between you and said third party.

5. **Headings for Convenience Only.** Our section headings and subheadings have been provided for your convenience; they have no legal, contractual, or any other binding or representative effect on your or us.

Final Thoughts: Your Future Agreement to this Statement on Privacy.

Every time you use our Services, you fully acknowledge and agree to this Statement on Privacy. If you do not agree with this Statement, or any aspect thereof, you must stop using our Services immediately and cease from all further use.

This Statement on Privacy is subject to amendment. You acknowledge and agree that Portal reserves the right to make changes to our Statement on Privacy – and the manner in which we access, collect, store, and use your data and information – at any time, for any reason. If we amend this Statement on Privacy, we will typically notify our users of any such amendment; nonetheless, you acknowledge and agree that Portal is not bound to provide notice of any amendment to this Statement on Privacy.

Thanks for reading – and always feel free to reach out at legal@portal.xyz.