

Kathink Privacy Policy

Scope

This Privacy Policy describes how Kathink Ltd ("**we**", "**us**" or "**our**") collects, stores, uses and discloses your personal information in connection with the performance of the services that are made available to you through the Site.

By accepting the User Agreement during the process for registering a Kathink account or by using the Site, you expressly consent to the collection, storage, use and disclosure of your personal information by Kathink Ltd as described in this Privacy Policy.

This Privacy Policy is valid from 24 March 2007 and is effective upon acceptance for new users.

Collection and Storage

You can browse the Site without telling us who you are or revealing any personal information about yourself. However, once you give us your personal information, you are no longer anonymous to us.

If you choose to provide us with personal information, you expressly consent to us transferring that information to, and storing it on, servers located in the United Kingdom, and hosted by a leading professional managed hosting company in the United Kingdom, Rackspace Managed Hosting Ltd, 2 Longwalk Road, Stockley Park, Uxbridge, Middlesex, UB11 1BA, UK. The laws on holding personal data in your country of residence or incorporation may be more or less stringent than the laws applicable to the United Kingdom, but we will transfer and store your information in a safe, confidential and secure environment.

We may collect and store the following personal information about you:

- email address, physical address, telephone numbers, and other contact information, and (depending on the service used) sometimes financial information, such as credit card or bank account details;
- passport numbers, drivers license numbers, social security numbers, incorporation certification details, utility or bank statement details all received by us as part of your identity verification process;
- transactional information based on your activities on the Site (such as information on your Request activities, Proposal activities, Commissioned Response activities and other content you generate or information that relates to your account);
- postage, billing and other information you provide to pay Kathink or another user, or to receive payment from Kathink or another user;
- community discussions, chats, correspondence regarding dispute resolution, through the Site, correspondence sent to us and feedback;

- computer sign-on data, statistics on page views, information and statistics on traffic to and from the Site (including the URL you just came from and the URL you go to next, whether they are URLs on the Site or not), advertising data, IP address, browser information and standard web log information; and
- supplemental information from third parties (for example: (a) if you incur a debt to us, we will generally conduct a credit check by obtaining additional information about you from a credit reference agency, as permitted by law; (b) if the information you provide cannot be verified, we may ask you to send us additional information (such as a certified copy of your driver's license, credit card statement, and/or a recent utility bill or other information confirming your address), or to answer additional questions to help verify your information.); (c) if you register to use Kathink's services on a third party website, or use a third party website providing a service for Kathink, or use a website that facilitates your activity on Kathink, that website may provide personal information about you and your transactions back to Kathink.

Marketing by Third Parties

We don't sell or rent your personal information to third parties for their marketing purposes without your explicit consent. However, we may aggregate your personal information with information on other users and information we collect from other companies (such as demographic data) and disclose such aggregated, non personal information to advertisers and other third parties.

Use by Kathink

Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customized experience.

We may use your personal information to:

- provide the services and customer support you request;
- resolve disputes, collect fees, and troubleshoot problems;
- prevent potentially prohibited or illegal activities, and enforce the User Agreement;
- customize, measure, and improve our services and the Site's content and layout;
- tell you about our existing products and services, changes to our existing products and services, new products and services and promotional offers based on your notification preferences; and
- compare information for accuracy and verify it with third parties.

If you do not wish to receive marketing communications from us, we encourage you to contact us and confirm this requirement. You may do this at any time. Please note that you cannot opt out of receiving administrative information that you need to know in order for us to provide you with our services.

Our Disclosure of Your Information

We may disclose your personal information to:

- other Kathink users, whether located within the United Kingdom or abroad, with your consent;
- Rackspace Managed Hosting Ltd for the purposes of hosting the Site;
- Any subsidiaries of Kathink Ltd to help detect and prevent potentially illegal acts or to provide joint services;
- service providers under contract who provide elements of our services, provide separate services that are complimentary to your use of the Site or otherwise help with our business operations (such as fraud investigations, bill collection, affiliate and rewards programmes and marketing activities);
- other third parties to whom you explicitly ask us to send your information, or about whom you are otherwise explicitly notified and consent to when using a specific service;
- law enforcement agencies, other governmental agencies or third parties in response to a request for information relating to a criminal investigation, alleged illegal activity or any other activity that may expose us, you or any other Kathink user to legal liability. The personal information we disclose may include your User ID and User ID history, name, city, county, telephone number, email address, fraud complaints and Site activity history or anything else that we deem relevant;
- other business entities, should we plan to merge with, or be acquired by that business entity. Should such a combination occur, we will require that the new combined entity comply with this Privacy Policy with respect to your personal information. If your personal information will be used contrary to this Privacy Policy, you will receive prior notice.

Without limiting the above, in an effort to respect your privacy and our ability to keep the community free from users who attempt to carry out fraudulent or illegal activities on the Site, we will not otherwise disclose your personal information to other Kathink users or third parties without a court order (or in circumstances where we are under a substantially similar legal obligation), except when we believe in good faith that the disclosure of such information is necessary to prevent imminent physical harm, property damage or financial loss or to report or put a stop to suspected illegal activity.

Data Controller

Kathink Ltd is the data controller with regard to the processing of Kathink users' personal information in the context of registration of new users and billing and with regard to any other processing of Kathink users' personal information.

User IDs and Kathink Activities

Your User ID is displayed throughout the Site and is therefore available to the public. All of your activities on the Site will be traceable to your User ID. Notices are sent to other community members regarding suspicious activity and policy breaches on the Site and refer to User IDs and specific items. Therefore, if you associate your name with your User ID, the people to whom you have revealed your name will be able to personally identify your Kathink activities.

When you re-visit the Site from a computer that you have used to access the Site previously, certain information about you may be visible before you log in, such as your User ID or information relating to your Kathink activities. In addition, reminders from Kathink may also be visible. Therefore, if you access the Site from a shared computer or a computer in an internet café, such information and reminders may also be visible to other individuals who use the computer after you.

Cookies

We may use "cookies" (small files placed on your computer's hard drive) on certain pages of the Site to help analyze our web page flow, customize our services, measure promotional effectiveness, and promote trust and safety.

A few important things you should know about cookies are that:

- we may offer certain features that are only available through the use of cookies;
- we may use cookies to help identify you and maintain your signed-in status;
- most cookies are "session cookies," meaning that they are automatically deleted from your hard drive at the end of a session;
- you are always free to decline our cookies if your browser permits, although doing so may restrict your use of the Site; and
- you may encounter cookies from third parties on certain pages of the Site that we do not control, for example, if you view a web page created by another user, there may be a "cookie" placed by that web page.

Account Protection

Your Kathink password is the key to your Kathink account. Use unique numbers, letters, and special characters and do not disclose your password to anyone. If you do share your password or your personal information with others, remember that you are responsible for all actions taken in the name of your account, including actions that result in fees being charged to your account. If you lose control of your password, you may lose substantial control over your personal information and may be subject to legally binding

actions taken on your behalf. Therefore, if your password has been compromised for any reason, you should immediately notify us and change your password.

Accessing, Reviewing and Changing Your Personal Information

You can see, review and change most of your personal information by logging into the Site. You must promptly update your personal information if it changes or is inaccurate. Once you make a public posting (including in our chat rooms, other message areas or the feedback forum), you may not be able to change or remove it. Upon your request, we will close your account and remove your personal information from public view as soon as reasonably possible, based on your account activity and in accordance with applicable law. We do retain personal information from closed accounts in order to comply with legal obligations, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, enforce the User Agreement, and take other actions as permitted by law.

Security

We use standard industry practices, including encryption, passwords and physical security, to protect your personal information against unauthorized access and disclosure. However third parties may unlawfully intercept or access transmissions or private communications, and other users may abuse or misuse your personal information that they collect from the Site. Therefore, although we work very hard to protect your privacy, we do not promise, and you should not expect, that your personal information or private communications will always remain private.

Third Parties

Except as otherwise expressly included in this Privacy Policy, this document addresses only the use and disclosure of information we collect from you. If you disclose your information to third parties, whether they are bidders, buyers, or sellers on the Site or other websites throughout the Internet, different rules may apply to their use or disclosure of your information. We do not control the privacy practices of such third parties and we encourage you to read their privacy policies and ask questions before you disclose your personal information to them.

General

We may amend this Privacy Policy at any time by posting the amended terms on the Site. All amended terms shall take effect automatically 30 days after they are initially posted on the Site.

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