

These [www.D9Emojis.io](http://www.D9Emojis.io) websites, including D9 Emoji mobile applications, (collectively, these “Websites and Apps”) are provided by KCR Group, LLC (“Company”). This Privacy Policy sets forth, among other things, what information Company collects via these Websites and Apps about you and your Websites and Apps use, and how that information is used, stored and shared. If you do not think this is reasonable, you must not use these Websites and Apps.

Your use of these Websites and Apps confirms your acceptance of this Privacy Policy. Please read this Privacy Policy carefully before using these Websites and Apps. If you do not agree to these terms, you may not access or otherwise use these Websites and Apps.

Company might from time to time revise this Privacy Policy from time to time. By continuing to use and access the Websites and Apps now and after any revisions, you agree to the terms then in force as revised, including all revisions to this Privacy Policy. Accordingly, please review the Privacy Policy each time you intend to use the Websites and Apps.

These Websites and Apps are not intended for use by anyone under 18 years old, or by anyone under the legal age of majority in his or her state of residence. Company does not knowingly collect personal information from anyone under 13 years of age.

## **Types of Information Collected**

When you register and/or fill out any form on the Websites and Apps, certain information is collected, including, but not limited to, your full name, mailing address, telephone number and e-mail address. When you send a communication via the Websites and Apps that communication is collected and, among other things, your name, address, e-mail address and other contact information provided. You may also visit the Websites and Apps anonymously.

When you access the Websites and Apps, your IP (Internet protocol) address and information about the Internet browser and computer or other device that you use to access the Websites and Apps is collected. Other information is or might be collected as well, including, but not limited to, information about the frequency and length of Websites and Apps usage and/or Websites and Apps page visits, the websites pages from which you linked to arrive at the Websites and Apps, the browser software you use and your operating system, the date and time you access the Websites and Apps, and the websites pages to which you travel from the Websites and Apps.

## **Uses of Information Collected**

Company provides access to and uses the Websites and Apps to, among other things, address customer service inquiries and requests; to identify and record your product preferences; and to send you from time to time information relating to Company, offerings and other promotional materials via e-mail and/or via physical mail.

If you prefer not to receive e-mails, such offerings or other promotional materials, please follow the instructions contained in any e-mail from the Company to unsubscribe. Doing so will not affect your receipt of e-mails or other communications specific to orders that you place or customer service inquiries or requests that you submit.

## **Sharing of Information Collected**

Company does not sell, market or rent your personal information. Subject to applicable laws, Company may share your personal information with its staff, with its Websites and Apps hosting and maintenance, storage, processing and transmission of data persons and entities and third parties involved in providing Websites and Apps services. Company cannot assure or guaranty you that such persons and entities will comply with its obligations. Company also

might share your information with its accountants, counsel or other professional advisors who have contractual or professional obligations of confidentiality to Company.

In the event that Company is required to disclose your information pursuant to lawful requests such as a subpoena or court order, or otherwise to comply with applicable laws, Company will do so. In the event that ownership of all or a part of Company or its business were to change, your information pertinent to that business' operations may be assigned or transferred to, or licensed for use by, the new owner, without any prior notice to or consent from you.

### **App Extension Keyboard Information Collected**

Company may track or otherwise keep record of keystrokes for statistical purposes and will do so in an anonymized and non-identifiable manner. Company may also share such statistical data with third parties or persons or make it available for the general public on its websites or in any other form.

### **Information Security**

Company uses reasonable means to protect against unauthorized use or access to your information, as transmitted by you via the Websites and Apps, and as maintained by Company or its third party service providers once received. Company cannot and does not guarantee the security, secrecy or confidentiality of any data you provide. In fact and subject to applicable laws, you should know any information or material sent, delivered and/or otherwise transmitted to Company will not be considered confidential.

### **Websites Use Tracking Technologies**

The Websites and Apps uses cookies (session and persistent), web beacons and other tracking technologies to help enhance and make more convenient your Websites and Apps use. Cookies are small files placed on your computer's or other access device's hard drive

to collect information about your Websites and Apps use and activities. Session cookies exist only for as long as your browser remains open and are deleted once your browser session ends. Persistent cookies remain on your device's hard drive after your browser session ends and are used to try to improve your Websites and Apps use experience. Web beacons (sometimes referred to as "tracking bugs," "web bugs" or "pixel tags") are small strings of code placed on a web page or within an e-mail for the intended purpose of transferring information. Cookies and web beacons facilitate Websites and Apps navigation, and remember information you have previously inputted, and might be used to monitor the number of Websites and Apps visitors, visits, pages viewed, and the total number of visitors served. Cookies also help Company and its third party providers learn how visitors use its Websites and Apps.

You can choose to have your browser warn you every time a cookie is being sent to you or you can turn off cookie acceptance altogether. You will still be able to browse the Websites and Apps, but you will not be able to retrieve your saved account information without cookies. Moreover, by not allowing cookies, your overall Internet browsing experience might not be as convenient or enhanced.

### **Third Party Links**

Company, in its sole discretion, may include or offer third party links, products or services on the Websites and Apps. All such sites may have separate and independent privacy, other policies and terms of use and may also collect personal information about you. Company has and assumes absolutely no responsibility or liability whatsoever for the content and/or activities of these linked sites and does not necessarily endorse the views expressed within them. If you decide to use these Websites and Apps and/or any third party site, you do so at your own risk.

## Social Media Connections

The Company may allow you to “register” with the Company by using Facebook® Connect or other Social Networking Site (“SNS”) authentication options to create an account within the Websites and Apps. The Company may also provide a more typical registration flow where you may be required to provide certain information such as your first and last names; your e-mail address; a password and other information that helps the Company confirm that it is you accessing your account. If you use your login credentials from any SNS, you do so at your own risk and the Company is not liable for you doing so.

At this time, but subject to change without any notice and at any time, you can connect your Company account to your accounts on third party services like Facebook®, in which case the Company may collect, use, disclose, transfer and/or store information relating to your account with such third party services in accordance with this Privacy Policy. For example, if you connect with Facebook, the Company may store, among other things, your Facebook ID, first name, last name and/or email address and use any or all of them to connect with your Facebook account to provide certain other information, such as your emoji request history. The Websites and App allows you to share and/or disclose emojis on Facebook, Twitter and/or Instagram such sharing and/or disclosure is governed by the practices and policies of those websites.

Use of third party social networking websites, such as, Twitter, Google, Instagram and Facebook, are governed by the privacy practices and policies of those websites, which may include, among other things, your ability to opt out of certain settings. Also, if and when you share or recommend links to content on a third-party platform (such as Facebook, Instagram, Google and Twitter), that action and any information you share will be covered by their respective privacy policies.

Additionally, the Company may use a variety of new technologies and social media options to communicate and interact with you. These websites and mobile applications include popular social networking and media sites, such as Twitter, Instagram and Facebook. The Company does not capture or store your login password for Twitter, Facebook, Instagram and other social networks however, session information or cookies may be stored on your computer or wireless phone, by their websites. Web-enabled mobile applications may, among other things, use cookies or web beacons and other methods to customize your browsing experience.

## **Online Privacy Policy**

This online Privacy Policy applies only to information collected through Company's Websites and Apps and does not apply to any and all information collected offline.

## **General Provisions**

This Privacy Policy set forth the entire understanding of the parties with respect to its subject matter. In the event that any one or more of the terms and conditions contained in this Privacy Policy is held to be invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired thereby. Company's failure to insist upon strict adherence to any term of this Privacy Policy shall not constitute a waiver of such term and shall not be considered a waiver or limit of any right thereafter to insist upon strict adherence to that term or any other term contained in this Privacy Policy. This Privacy Policy shall be deemed to have been made in the State of New York and shall be construed and enforced in accordance with the laws of the State of New York applicable to contracts negotiated, executed and performed within said State without regard to any conflict of law provisions and without application of the Uniform Computer Information Transaction Act. The parties shall make a good faith effort to resolve any actual or

threatened breach of this Privacy Policy, or any other dispute arising under or in connection with this Privacy Policy, through mediation conducted within thirty (30) days following first assertion of the breach or dispute. If eight (8) hours of such mediation does not fully resolve the breach or dispute, or if the parties do not conduct such mediation, the breach or dispute shall be resolved in New York City, New York by binding arbitration under the administration and rules of the American Arbitration Association. Notwithstanding the foregoing mediation and arbitration provisions, Company never shall be precluded or delayed from seeking and obtaining temporary, preliminary and permanent injunctive relief without the posting of any bond against infringement or other violation of its claimed intellectual property rights, or other relief that it deems reasonably necessary to defend or enforce its rights or this Privacy Policy, in any court(s) of competent jurisdiction. Company may assign, transfer, subcontract or otherwise deal with all of its rights, including those set forth herein without notifying you or obtaining your consent. You may not assign, transfer, delegate, subcontract or otherwise deal with your rights and/or obligations under this Privacy Policy. Wherever appropriate herein, the singular includes the plural and the plural includes the singular.

## Contacting Us

If there are any questions regarding this Privacy Policy, you may contact Company at:

[d9emojis@gmail.com](mailto:d9emojis@gmail.com)

Last updated July 2018.