PRIVACY CONSENT FORM

Swatched Beauty Inc.

Effective Date: April 10, 2025

Last Updated: April 10, 2025

1. Introduction

This Privacy Consent Form ("Consent Form") governs the collection, use, storage, protection, and disclosure of your personal information, including biometric and other sensitive data, by Swatched Beauty Inc. ("Swatched," "we," "us," or "our"), a corporation organized under the laws of the State of California, with its principal place of business at 8721 Santa Monica Blvd, Ste. 246, West Hollywood, CA 90069.

This Consent Form is designed to comply with applicable privacy laws and regulations, including but not limited to the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA), the California Online Privacy Protection Act (CalOPPA), the Shine the Light Law (California Civil Code Section 1798.83), the Federal Trade Commission Act, and other applicable federal, state, and local laws.

By providing your explicit consent as outlined in this Consent Form, you acknowledge that you have read, understood, and agree to the collection, use, storage, protection, and disclosure of your personal information, including biometric and other sensitive data, as described herein.

This Consent Form applies when you choose to engage with features that involve biometric or health-related data, including but not limited to facial scanning, skin tone analysis, or personalized beauty profiling. These features are optional and only activated once you provide express consent through this form.

2. Definitions

2.1 "Biometric Data" means personal information resulting from specific technical processing relating to the physical, physiological, or behavioral

characteristics of an individual that allows or confirms the unique identification of that individual, such as facial recognition data, skin tone analysis, facial measurements, and other similar identifiers.

2.2 "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as defined under applicable privacy laws, including the CCPA and CPRA.

2.3 "Sensitive Personal Information" means personal information that reveals an individual's racial or ethnic origin, religious or philosophical beliefs, or genetic data, as well as the processing of biometric data for the purpose of uniquely identifying a natural person, as defined under applicable privacy laws, including the CPRA.

2.4 "Processing" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.5 "Services" means all products, services, content, features, technologies, or functions, and all related websites, applications, and services offered to you by Swatched Beauty.

3. Types of Information Collected

3.1 Biometric and Sensitive Data.

We collect and process the following types of biometric and sensitive data:

a) Facial Characteristics: Including but not limited to face shape, eye shape, eye color, brow shape, nose shape, mouth shape, and lip color;
b) Skin Characteristics: Including but not limited to skin tone, skin undertone, skin type, skin conditions, and skin concerns;
c) Hair Characteristics: Including but not limited to hair color and texture; and

d) Other Biometric Data: Any other biometric data that may be necessary to provide our Services.

3.2 Other Personal Information.

In addition to biometric and sensitive data, we may collect other personal information, including but not limited to:

a) Contact Information: Such as your name, email address, phone number, and mailing address;
b) Account Information: Such as your username, password, and account preferences;
c) Device Information: Such as your IP address, browser type, operating system, and device identifiers;
d) Usage Information: Such as your interactions with our Services, including browsing history, search queries, and feature usage; and
e) Transaction Information: Such as purchase history, payment information, and shipping details.

4. PURPOSES OF COLLECTION AND USE

4.1 Primary Purposes.

We collect and use your biometric and sensitive data for the following primary purposes:

a) Personalized Recommendations: To provide personalized product recommendations based on your unique characteristics;
b) Service Functionality: To enable core functionality of our Services, such as virtual try-on features, shade matching, and personalized beauty profiles;
c) Service Improvement: To improve and enhance our Services, including developing new features and functionalities;
d) User Experience: To optimize and personalize your experience when using our Services; and
e) Analytics and Research: To conduct analytics and research to better understand user preferences and behaviors.

4.2 Secondary Purposes.

We may also use your biometric and sensitive data for the following secondary purposes, subject to your explicit consent:

a) Marketing and Promotions: To send you personalized marketing communications, promotions, and offers;
b) Product Development: To develop new products and services based on user preferences and trends;
c) Quality Assurance: To ensure the quality and accuracy of our Services; and
d) Aggregated Insights: To generate aggregated and anonymized insights for internal business purposes and sharing with brand partners.

5. DATA RETENTION

5.1 Retention Period.

We will retain your biometric and sensitive data for a period of one (1) year after your last activity or interaction with our Services, unless a longer retention period is required or permitted by law.

5.2 Retention Justification.

The retention period is determined based on:

a) The need to provide and improve our Services;
b) The need to resolve disputes and enforce our agreements;
c) The need to comply with legal obligations; and
d) Operational and technical considerations.

5.3 Data Deletion.

Upon expiration of the retention period, we will securely delete or anonymize your biometric and sensitive data using industry-standard methods, unless:

a) We are required to retain such data to comply with applicable laws or regulations;
b) Retention is necessary for the establishment, exercise, or defense of legal claims; or
c) You have requested that we retain your data for a longer period.

6. DATA SHARING AND DISCLOSURE

6.1 Internal Use.

Your biometric and sensitive data may be accessed by authorized Swatched employees, contractors, and agents who need such access to perform their job functions, such as:

a) Customer support representatives;
b) Product development teams;
c) Data analysts and researchers; and
d) Information technology and security personnel.

All such individuals are bound by confidentiality obligations and are subject to appropriate disciplinary actions, including termination and legal prosecution, for failing to meet these obligations.

6.2 Legal Requirements.

We may disclose your biometric and sensitive data if required to do so by law or in response to valid requests by public authorities (e.g., a court or a government agency), including to:

a) Comply with a legal obligation, court order, or governmental request;
b) Protect and defend our rights or property;
c) Prevent or investigate possible wrongdoing in connection with the Services;
d) Protect the personal safety of users of the Services or the public; and
e) Protect against legal liability.

6.3 Brand Partners.

We may share anonymized and aggregated data derived from your biometric and sensitive data with our brand partners for the following purposes:

a) Product development and improvement;
b) Market research and analysis;
c) Trend identification; and
d) Performance measurement.

All data shared with brand partners undergoes full anonymization, which includes:

a) Removal of all direct identifiers (e.g., name, email address, phone number);

b) Removal of all indirect identifiers that could be used to identify you;
c) Aggregation of data to prevent individual identification; and
d) Implementation of technical safeguards to prevent re-identification.

6.4 Service Providers.

We may engage third-party service providers to perform functions on our behalf, such as:

a) Cloud storage providers;
b) Analytics providers;
c) Customer support services;
d) Payment processors; and
e) Marketing and advertising partners.

These service providers have access to your personal information only to perform these tasks on our behalf and are contractually obligated to:

a) Process the data only for the purposes specified by us;
b) Protect the data with security measures at least as protective as those described in this Consent Form;
c) Not use the data for their own purposes; and
d) Return or destroy the data upon completion of their services.

6.5 Business Transfers.

If Swatched is involved in a merger, acquisition, or sale of all or a portion of its assets, your biometric and sensitive data may be transferred as part of that transaction. In such event, we will notify you via email and/or a prominent notice on our website of any change in ownership or uses of your biometric and sensitive data, as well as any choices you may have regarding your biometric and sensitive data.

7. CONSENT MECHANISM

7.1 Double Opt-In Process.

We obtain your consent for the collection, use, storage, protection, and disclosure of your biometric and sensitive data through a double opt-in process, which includes:

a) Initial Consent: You will be presented with this Consent Form when you first use features of our Services that require the collection of biometric and sensitive data. You must affirmatively indicate your consent by checking the relevant consent box or clicking the “I Consent” button.
b) Email Confirmation: After providing your initial consent, you will receive an email containing a confirmation link. Your biometric and sensitive data will not be collected, used, stored, or disclosed until you confirm your consent by clicking the confirmation link in the email.

7.2 Voluntary and Informed Consent.

Your consent is:

a) Voluntary: You are under no obligation to provide your consent, and you may use certain aspects of our Services without providing consent for the collection of biometric and sensitive data, although some features may not be available.
b) Informed: This Consent Form provides you with clear and comprehensive information about the collection, use, storage, protection, and disclosure of your biometric and sensitive data.
c) Specific: Your consent applies only to the specific types of biometric and sensitive data and the specific purposes described in this Consent Form.
d) Unambiguous: Your consent is indicated through clear affirmative actions (checking boxes, clicking buttons, and confirming via email).
e) Continued Access: You may continue to use general features of our Services even if you decline or withdraw consent, although features requiring biometric or health data may not be available.

7.3 Consent Records.

We maintain records of your consent, including:

a) The version of the Consent Form presented to you;
b) The date and time of your initial consent;
c) The date and time of your email confirmation; and
d) Any subsequent modifications to your consent preferences.

These records are maintained securely and are available upon request.

8. DATA SUBJECT RIGHTS

8.1 Right to Access.

You have the right to request access to your biometric and sensitive data that we have collected. Upon verification of your identity, we will provide you with a downloadable report containing:

a) The categories of biometric and sensitive data we have collected about you;
b) The specific pieces of biometric and sensitive data we have collected about you;
c) The purposes for which we have collected, used, or disclosed your biometric and sensitive data;
d) The categories of third parties with whom we have shared your biometric and sensitive data; and
e) The sources from which we have collected your biometric and sensitive data.

We will provide this report within thirty (30) days of receiving your verified request. If we cannot meet this timeline, we will notify you and may extend the period for up to an additional thirty (30) days.

8.2 Right to Delete.

You have the right to request the deletion of your biometric and sensitive data from our systems. Upon verification of your identity, we will:

a) Permanently delete your biometric and sensitive data from our active systems within thirty (30) days of receiving your verified request;
b) Direct our service providers to delete your biometric and sensitive data from their systems;
c) Ensure that your biometric and sensitive data is removed from our backup systems according to our regular backup deletion cycle; and
d) Provide you with confirmation once the deletion is complete.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

a) Complete the transaction for which we collected the personal information;

b) Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;
c) Debug products to identify and repair errors;
d) Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law;
e) Comply with the California Electronic Communications Privacy Act;
f) Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws;
g) Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us; or
h) Comply with a legal obligation.

8.3 Right to Correct.

You have the right to request correction of inaccurate biometric and sensitive data that we maintain about you. Upon verification of your identity, we will:

a) Review the information you claim is inaccurate;
b) Make reasonable efforts to verify the accuracy of the information;
c) Correct the information if determined to be inaccurate; and
d) Notify you of the outcome of your correction request within thirty (30) days.

8.4 Right to Restrict Processing.

You have the right to request that we restrict the processing of your biometric and sensitive data. Upon verification of your identity, we will:

a) Limit the ways in which we use your biometric and sensitive data;
b) Temporarily suspend certain processing activities; and
c) Notify you before lifting any restriction.

8.5 Right to Data Portability.

You have the right to receive your biometric and sensitive data in a structured, commonly used, and machine-readable format. Upon verification of your identity, we will:

a) Provide you with your biometric and sensitive data in a compatible format;

b) Enable you to transmit this data to another service provider where technically feasible; and
c) Provide this data within thirty (30) days of receiving your verified request.

8.6 Right to Object.

You have the right to object to certain processing of your biometric and sensitive data. Upon verification of your identity, we will:

a) Review the grounds for your objection;
b) Cease the processing to which you have objected, unless we have compelling legitimate grounds for the processing that override your interests, rights, and freedoms, or the processing is necessary for the establishment, exercise, or defense of legal claims; and
c) Notify you of our decision within thirty (30) days.

8.7 Right to Withdraw Consent.

You have the right to withdraw your consent at any time. Withdrawal of consent is easy and straightforward:

a) Through your account settings;
b) By clicking the "Withdraw Consent" link in any of our communications; or
c) By contacting us at legal@swatched.com.

Upon withdrawal of your consent:

a) We will cease collecting new biometric and sensitive data;
b) We will stop processing your previously collected biometric and sensitive data for purposes that require consent;
c) We will delete your biometric and sensitive data within thirty (30) days, unless retention is required by law or necessary for the establishment, exercise, or defense of legal claims; and
d) We will send you confirmation once the deletion is complete.

Withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.

8.8 Exercising Your Rights.

To exercise any of the rights described above, please submit a verifiable request to us by:

a) Emailing us at legal@swatched.com;
b) Using the privacy controls in your account settings; or
c) Submitting a request through the designated form on our website.

To protect your privacy and maintain security, we will take steps to verify your identity before granting access to your personal information or complying with your request. We use two-factor authentication to verify your identity, which may include:

a) Verifying the email address associated with your account;
b) Sending a verification code to your registered phone number or email address;
c) Requesting additional information to confirm your identity; or
d) Using other reasonable methods to verify your identity.

We will not discriminate against you for exercising any of your rights under applicable privacy laws. Unless permitted by law, we will not:

a) Deny you goods or services;
b) Charge you different prices or rates for goods or services;
c) Provide you with a different level or quality of goods or services; or
d) Suggest that you may receive different prices, rates, levels, or qualities of goods or services.

9. DATA SECURITY

9.1 Security Measures.

We implement and maintain reasonable security measures to protect your biometric and sensitive data from unauthorized access, disclosure, alteration, and destruction. These measures include:

a) Encryption: All biometric and sensitive data is encrypted both in transit and at rest using industry-standard encryption protocols and algorithms (e.g., AES-256, TLS 1.3);

b) Access Controls: Implementation of strict access controls, including role-based access, multi-factor authentication, and the principle of least privilege;
c) Network Security: Deployment of firewalls, intrusion detection systems, and regular network security assessments;
d) Physical Security: Physical access controls to our facilities and secure storage of physical media;
e) Regular Audits: Conducting regular security audits and vulnerability assessments;
f) Employee Training: Regular privacy and security training for all employees with access to biometric and sensitive data;
g) Incident Response Plan: Maintaining and regularly testing an incident response plan to address potential data breaches; and
h) Vendor Assessment: Conducting security assessments of third-party service providers who may have access to biometric and sensitive data.

9.2 Data Breach Notification.

In the event of a data breach that affects your biometric and sensitive data, we will:

a) Notify you via email and/or prominent notice on our website within seventy-two (72) hours of discovering the breach;
b) Provide you with information about the nature of the breach, the types of information involved, the steps we are taking to investigate and mitigate the breach, and recommendations for protecting yourself;
c) Notify relevant regulatory authorities as required by applicable law; and
d) Take appropriate measures to mitigate the harm caused by the breach and prevent similar incidents in the future.

9.3 Limitations.

While we implement reasonable security measures, no method of transmission over the Internet or electronic storage is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your biometric and sensitive data, we cannot guarantee its absolute security. If you believe your biometric or sensitive data has been accessed, misused, or compromised, please contact us immediately at legal@swatched.com.

10. MINORS

10.1 Age Restriction.

Our Services are not directed to individuals under the age of sixteen (16). We do not knowingly collect biometric or sensitive data from individuals under sixteen (16) years of age.

10.2 Verification Measures.

We implement the following measures to verify the age of users:

a) Age verification during the registration process;
b) Self-declaration of age;
c) Technical measures to identify and block underage users; and
d) Prompt removal of any data collected from users identified as under sixteen (16) years of age.

10.3 Parental Rights.

If we learn that we have collected biometric or sensitive data from an individual under sixteen (16) years of age, we will:

a) Promptly delete that information from our servers;
b) Notify the parent or guardian of the minor; and
c) Provide the parent or guardian with information about the data collected and the steps taken to delete it.

Parents or guardians who believe we might have collected biometric or sensitive data from an individual under sixteen (16) years of age can contact us at legal@swatched.com. In accordance with applicable laws, we may also notify relevant regulatory authorities of any unauthorized collection of biometric or sensitive data from minors.

11. CHANGES TO THIS CONSENT FORM

11.1 Updates and Modifications.

We may update or modify this Consent Form from time to time to reflect changes in our practices, our Services, or legal requirements. When we make material changes to this Consent Form, we will:

a) Notify you via email at least thirty (30) days before the changes take effect;
b) Post a notice on our website and within our application;
c) Update the "Last Updated" date at the top of this Consent Form; and
d) Provide a comparison of the changes for your review.

11.2 Consent to Changes.

For material changes to this Consent Form that affect the collection, use, storage, protection, or disclosure of your biometric and sensitive data, we will obtain your explicit consent through our double opt-in process before implementing such changes.

If you do not agree to the updated Consent Form, you may:

a) Withdraw your consent as described in Section 8.7;
b) Request deletion of your biometric and sensitive data as described in Section 8.2; or
c) Stop using the features of our Services that require the collection of biometric and sensitive data.

Your continued use of the features of our Services that require the collection of biometric and sensitive data after the effective date of the updated Consent Form constitutes your acceptance of the changes.

12. GRANULAR CONSENT CONTROLS

12.1 Consent Options.

We provide you with granular controls to manage your consent preferences for each type of biometric and sensitive data we collect and each purpose for which we use such data. Through your account settings, you can:

a) View Current Settings: Review your current consent preferences;
b) Modify Consent: Enable or disable consent for specific data types and purposes;
c) Temporary Pause: Temporarily pause the collection of certain types of data; and
d) Consent History: View a history of your consent changes.

12.2 Data Types Controls.

You can manage your consent for the following data types individually:

a) Facial characteristics (face shape, eye shape, eye color, etc.);
b) Skin characteristics (skin tone, skin undertone, skin type, etc.);
c) Hair characteristics (hair color, texture, etc.); and
d) Other biometric data.

12.3 Purpose Controls.

You can manage your consent for the following purposes individually:

a) Personalized recommendations;
b) Service functionality;
c) Service improvement;
d) User experience enhancement;
e) Analytics and research;
f) Marketing and promotions;
g) Product development; and
h) Aggregated insights.

12.4 Default Settings.

By default, consent is enabled only for the primary purposes described in Section 4.1. Consent for secondary purposes described in Section 4.2 must be explicitly enabled by you.

13. INTERNATIONAL DATA TRANSFERS

13.1 Data Transfer Mechanisms.

While we primarily operate in the United States and Puerto Rico, we may transfer your biometric and sensitive data to countries outside of your country of residence. When we transfer your biometric and sensitive data to countries that may not provide the same level of data protection as your country of residence, we implement appropriate safeguards, which may include:

a) Standard contractual clauses approved by relevant data protection authorities;
b) Binding corporate rules;
c) Approved certification mechanisms; and

d) Other legally approved transfer mechanisms.

13.2 Transfer Restrictions.

We will not transfer your biometric and sensitive data to countries that do not provide adequate protection unless:

a) You have explicitly consented to the transfer after being informed of the potential risks;
b) The transfer is necessary for the performance of a contract between you and us;
c) The transfer is necessary for the conclusion or performance of a contract concluded in your interest;
d) The transfer is necessary for important reasons of public interest;
e) The transfer is necessary for the establishment, exercise, or defense of legal claims; or
f) The transfer is necessary to protect your vital interests or the vital interests of other persons, where you are physically or legally incapable of giving consent.

13.3 Transfer Impact Assessment.

Before transferring your biometric and sensitive data to a country outside of your country of residence, we conduct a transfer impact assessment to:

a) Evaluate the laws and practices of the recipient country;
b) Assess the risks to your rights and freedoms;
c) Identify and implement appropriate safeguards; and
d) Ensure that your biometric and sensitive data will receive adequate protection.

14. CONTACT INFORMATION

14.1 Privacy Inquiries.

For any questions, concerns, or requests regarding this Consent Form or our privacy practices, please contact us at:

Email: legal@swatched.com; or

Mail: Swatched Beauty Inc.

8721 Santa Monica Blvd

Ste. 246

West Hollywood, CA 90069.

14.2 Response Time.

We will respond to all privacy-related inquiries within thirty (30) days of receipt. If we require additional time to respond, we will notify you and may extend the response time by up to an additional thirty (30) days.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Governing Law.

This Consent Form shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.

15.2 Dispute Resolution.

Any dispute arising out of or relating to this Consent Form or the collection, use, storage, protection, or disclosure of your biometric and sensitive data shall be resolved through the following process:

a) Informal Resolution: We will attempt to resolve any disputes informally. You agree to contact us with your concerns before pursuing formal dispute resolution.
b) Mediation: If informal resolution is unsuccessful, either party may initiate mediation by a neutral mediator mutually agreed upon by the parties.
c) Arbitration: If mediation is unsuccessful, any controversy or claim arising out of or relating to this Consent Form shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Los Angeles, California, and shall be conducted in the English language. The arbitrator shall apply the laws of the State of California. Judgment on the award

rendered by the arbitrator may be entered in any court having jurisdiction thereof.

d) Small Claims Court: Notwithstanding the foregoing, either party may bring an individual action in small claims court.
e) Injunctive Relief: Nothing in this section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to the Services.

15.3 Class Action Waiver.

TO THE EXTENT PERMITTED BY LAW, YOU AND SWATCHED BEAUTY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

Unless both you and Swatched agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

15.4 Limitation of Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS CONSENT FORM OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16. SEVERABILITY

If any provision of this Consent Form, or any portion thereof, is held to be invalid, illegal, void, or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Consent Form shall remain in full force and effect to the maximum extent permitted by law. The parties agree that any such invalid, illegal, void, or unenforceable provision shall be modified and limited in its effect to the extent necessary to cause it to be enforceable, or if such modification is not possible, shall be deemed severed from this Consent Form. In such event, the

parties shall negotiate in good faith to replace any invalid, illegal, void, or unenforceable provision with a valid, legal, and enforceable provision that corresponds as closely as possible to the parties' original intent and economic expectations. The invalidity or unenforceability of any provision in one jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

17. ENTIRE AGREEMENT

This Consent Form, together with our Terms of Service and Privacy Policy, constitutes the entire agreement between you and Swatched Beauty regarding the collection, use, storage, protection, and disclosure of your biometric and sensitive data, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

18. ACKNOWLEDGMENT AND CONSENT

By checking the "I Consent" box and clicking the "Submit" button, and subsequently confirming your consent via the email confirmation link, you acknowledge that:

a) You have read and understood this Consent Form in its entirety;
b) You are at least sixteen (16) years of age;
c) You voluntarily, explicitly, and unambiguously consent to the collection, use, storage, protection, and disclosure of your biometric and sensitive data as described in this Consent Form;
d) You understand that you have the right to withdraw your consent at any time; and
e) You understand that certain features of our Services may not be available if you do not provide or later withdraw your consent.

I CONSENT TO THE COLLECTION, USE, STORAGE, PROTECTION, AND DISCLOSURE OF MY BIOMETRIC AND SENSITIVE DATA AS DESCRIBED IN THIS CONSENT FORM.

□ I consent (Please check this box to indicate your consent)

Date: _____