

Website and Back-Office Privacy Policy

You have entered a “replicated website,” of an Independent Member for Chachingmall, Inc., the Back-Office of a Chachingmall Independent Member, the corporate website of Chachingmall Inc. or a mobile application (“App”) operated by Chachingmall (referred to herein as “Chachingmall”, “our”, “us” or “we”). The Site is operated by Chachingmall, and is hosted on Chachingmall’s server / the server of Chachingmall’s third-party technology provider. The information you submit on this Site is sent to / accessed by Chachingmall and not the Independent Member to whom this Site is assigned (except as set forth in this privacy policy). By visiting this Site and providing information to Chachingmall you con-sent to the following privacy policy, use and disclosure of information.

INFORMATION COLLECTION

Personally Identifiable Information

Through your use of or visits to the Site, you may be required or requested to provide personally identifiable information to us. Personally identifiable information is any piece of information that can potentially be used to uniquely identify, contact, or locate a single person including names, addresses, email addresses, telephone numbers, social security and tax identification numbers, and credit card or banking information.

Member Information

In order to become a Member, you must provide biographical and contact information (such as name, mailing address, telephone numbers, and email address) to us. Member applicants must also provide personal information such as an applicant’s Social Security Number or Federal Tax ID Number so that we may prepare and file necessary non-em-ployee compensation forms for the IRS. Members are also required to provide payment information (such as credit card, debit card, or checking account information). We use this information to maintain contact with Members, to process Member orders, and for billing purposes.

INFORMATION USE & SHARING

Personally Identifiable Information

Chachingmall DOES NOT share personally identifiable information except with contracted service providers as may be necessary to: (a) process orders and/or returns and obtain payment; (b) complete an enrollment as a Member; (c) maintain our genealogy data-base; (d) issue payment and report income to taxing authorities; and (e) maintain communication with you. We also provide personally identifiable information: (a) to upline Member(s) as described in the Genealogy Information section; and/or (b) to list the Member on the Company’s Member locator feature on the Company’s website; (c) to assign a sales or enrollment lead to a Member; (d) to governmental agencies as required pursuant to law.

Genealogy Information

As a network marketing company, Chachingmall provides certain information to Members regarding the other Members enrolled in a Member's downline marketing organization. If you enroll as a Member with Chachingmall, your name, address, email address, telephone number, and sales volume information will be provided to other Members as downline genealogy information. No other personally identifiable information will be shared with other Members. Information relating to downline Members is made available to Chachingmall Member subject to a confidentiality and non-solicitation covenant in the agreement that each Member enters into with Chachingmall. However Chachingmall does not warrant that other Members will adhere to the confidentiality and non-solicitation covenants, and Chachingmall shall not be responsible for Members' violation of these covenants.

Sales Information

If you make a purchase from a Member's Replicated Website, we will provide the Member to whom this Site is assigned with your name, contact information, a description of the item(s) purchased, and the sales volume associated with the purchase. No other personally identifiable information will be shared with the Member.

Aggregate Information (non-personally identifiable)

Chachingmall may share aggregated demographic information with our partners, vendors, suppliers, third party providers, and advertisers. This is not linked to any personally identifiable information.

Business Transitions

In the event Chachingmall goes through a business transition, such as being acquired by another company, or selling all or part of its assets, the personal information of Members will, in most instances, be part of the assets transferred. In such a case your personally identifiable information will be subject to the privacy policy of the entity that acquires Chachingmall.

Lead Assignment and Member Locator Features

Chachingmall occasionally will assign prospective sales and new Member leads to Members. In these cases, we will provide the lead with the appropriate Member's name and contact information and/or provide a Member with the prospective lead's name and contact information. In addition, Chachingmall has a Member Locator feature on its website. Pursuant to this feature, a prospective new Member can locate a nearby Chachingmall Member. In order to make the Member Locator feature and the lead assignments effective, the company will provide the prospective new Member with the Member's name and contact information, which may include his/her telephone number, address, and/or email address.

Legally Required Law Enforcement, Judicial and Administrative Agency Disclosures

Chachingmall will provide confidential and personally identifiable information as necessary to comply with judicial and administrative orders, subpoenas, Civil or Criminal Investigative Demands, Administrative and Regulatory Demands and other legal obligations. In order for Chachingmall to conduct business in certain jurisdictions, Chachingmall may be called upon to disclose certain personally identifiable and confidential information to regulatory authorities in those jurisdictions. Such information may include, but is not limited to, income information and personally identifiable information. We will provide such information as we deem necessary.

Surveys

It may become necessary to conduct surveys of our Members. Should we deem it necessary to conduct a survey, we may outsource the survey to a third party. We will provide the third party survey company with your personal information as is necessary for the third party survey company to conduct the survey and to those third parties whom we engage to review and analyze the results of the survey. We will not provide your social security number, credit card or banking information to the survey provider.

COMMUNICATIONS FROM US

Special Offers and Updates

Chachingmall sends all new Members a welcoming email to verify password, username, and acceptance of the Member Agreement. All Members will occasionally receive information on the Chachingmall business, products, services, special deals, and a newsletter.

Service Announcements

On rare occasions it is necessary to send out a strictly service related announcement. For instance, if our service is temporarily suspended for maintenance we might send Members an email. Generally, Members may not opt-out of these communications, though they can deactivate their account. However, these communications are not promotional in nature.

Member Service

Chachingmall communicates with Members via email, regular mail and telephone on a regular basis to provide requested services and in regards to issues relating to their Chachingmall business. Chachingmall communicates with Members with respect to products or services purchased by such Members from Chachingmall or its vendors. Such communications may be by email, regular mail, text message or telephone. Chachingmall also communicates with Members through leaving messages in Members' Back-Offices.

MISCELLANEOUS

Dispute Resolution

a. Confidential Arbitration. Except as otherwise provided in this Privacy Policy, any controversy or claim that arises out of or relates to the Privacy Policy or the breach thereof, shall be resolved through confidential arbitration. THE PARTIES WAIVE RIGHTS TO A TRIAL BY JURY OR TO ANY COURT. The arbitration shall be filed with, and administered by JAMS in accordance with its Rules and Procedures, which are available on JAMS' website at <http://www.jamsadr.com/rulesclauses/xpqGC.aspx?xpST=RulesClauses>. Copies of JAMS Rules and Procedures will also be emailed to you upon request to Chachingmall's customer Service Department. Notwithstanding the rules of JAMS, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;

- The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Florida, without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Privacy Policy;
- The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- The Parties shall be allotted equal time to present their respective cases;
- Each party shall be responsible for paying its/their own attorney's fees, expert witness fees, and professional fees, and their respective expenses, associated with prosecuting the case;
- If you institute arbitration against Chachingmall, the only arbitration cost you will be required to pay is \$250. All other arbitration costs shall be paid by Chachingmall including any remaining JAMS Case Management Fee and all professional fees for the arbitrator's services. If Chachingmall initiates arbitration, Chachingmall will be responsible to pay all costs associated with the arbitration;
- An Arbitrator's Award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based;
- The parties, their respective agents and attorneys, and the arbitrator shall maintain the confidentiality of the arbitration proceedings and all evidence associated with the arbitration, and shall not disclose to any third party:
 - The substance of, facts underlying, or basis for, the controversy, dispute, or claim;
 - The substance or content of any settlement offer or settlement discussions or offers associated with the dispute
 - The pleadings, the content of any pleadings, and exhibits to the pleadings, filed in any arbitration proceeding;
 - The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
 - The terms or amount of any arbitration award;
 - The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

b. Emergency Relief. Either party may bring an action before JAMS seeking emergency relief to protect its intellectual property rights. A claim or cause of action seeking emergency relief shall be brought pursuant to the Emergency Relief Procedures in JAMS Comprehensive Rules and Procedures, available at <https://www.jamsadr.com/rules-comprehensive-arbitration/#Rule%202>, or by contacting the company at chachingmall@gmail.com. The confidentiality obligations and liquidated damage provisions for breach of the confidentiality obligations of this arbitration policy shall apply to all actions seeking emergency and/or equitable relief.

c. Disputes Not Subject Arbitration

- **Small Claims.** You may seek remedies in small claims court for disputes or claims within the scope of its jurisdiction in the jurisdiction in which you reside so long as it is the only forum in which the dispute is pending.
- **Action to Enforce Arbitration Award or Order.** Either party may bring an action in a court properly vested with jurisdiction to enforce an Arbitration award or order, including but not limited to an order for emergency relief.

d. **Class Action Waiver.** All disputes arising from or relating to this Privacy Policy, shall be brought and proceed on an individual basis. The parties waive their rights to pursue any arbitration or lawsuit against the other party and/or their respective owners, officers, directors and agents, on a class or consolidated basis. You may opt out of this class action waiver if you wish by submitting written notice to the Company of your desire to opt out within 30 days from the date on which first visited this website.

e. **Remedies.** Remedies available to you under U.S. federal laws, and the state and local laws of your state, shall remain available to you in any arbitration proceeding.

f. **Liquidated Damages for Breach of the Confidentiality Obligation.** If a Party violates its confidentiality obligations under this dispute resolution procedure, the nonbreaching party shall incur significant damages to its reputation and goodwill that shall not be readily calculable. Therefore, if a Party, its attorneys or agents breach the confidentiality provisions of this policy, the non-breaching Party shall be entitled to liquidated damages in the amount of \$10,000.00 per violation, and \$25,000 per violation if the disclosure is published on the internet, including but not limited to disclosure on any website or on any social media forum. Every disclosure of each allegation, pleading, claim or other prohibited disclosure shall constitute a separate violation. Notwithstanding this confidentiality and liquidated damage provision, nothing herein shall limit the right or ability of a Party to disclose evidence or allegations relating to the dispute to any individual who is, or who may be, a witness to the dispute. **The Parties agree that this liquidated damage amount is reasonable and waive all claims and defenses that it constitutes a penalty.**

Changes to this Privacy Policy

Chachingmall reserves the right to amend or change this Privacy Policy at any time at its sole discretion. When material changes or amendments are made to the Privacy Policy, we will announce the same under the Privacy Policy tab for a period of at least 30 days prior to implementation of the amended Privacy Policy.

Links

Chachingmall's websites may contain links to or from other sites. Please be aware that Chachingmall is not responsible for the privacy practices of such other sites. We encourage users to be aware when they leave our site and to read the privacy statements of each and every website that collects personally identifiable information. This privacy statement applies solely to information collected by Chachingmall websites.

California Online Privacy Protection Act Compliance

Because we value your privacy we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent.

Children's Online Privacy Protection Act Compliance

We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act), we do not knowingly collect any information from anyone under 13 years of age. Our website, products and services are all directed to people who are at least 13 years old or older.

Online Privacy Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.

Questions

Questions regarding this Privacy Policy should be directed to chachingmall@gmail.com or by mail to Chachingmall, 10584 Lake Seminole Terrace, Seminole, FL 33772.

Effective Date

The effective date of this Privacy Policy is 10/26, 2017.