

DAILYPLUS's mission is to create a convenient learning platform to people and organizations everywhere by providing them skills they need to succeed. We enable anyone anywhere to create and share educational content (instructors) and to access that educational content to learn (students). We consider our marketplace model the best way to offer valuable educational content to our users. We need rules to keep our platform and services safe for you, us, and our student and instructor community. These Terms apply to all your activities on the DAILYPLUS website and the DAILYPLUS mobile applications.

**This term and condition is organized as follows:**

1. Information that DAILYPLUS collects from you (including personal information)
2. How your information is used
3. How your information is shared
4. How to manage your personal information
5. What if you have questions regarding your personal data?
6. Refund Policy

**1. Information that DAILYPLUS collects from you (including personal information)**

We receive Personal Data directly from you when you provide us with such Personal Data, including without limitation the following:

- First and last name
- Email address
- Date of birth
- Gender
- Biographical information
- Location information (limited to city, state, zip code, country, and time zone)
- Links to your social media accounts
- Any other information you choose to share publicly on the Services, for example, anything you post to a public part of your Profile or an online classroom on the Services

**Information we receive from third party sources:** Some third parties such as our business partners and service providers provide us with Personal Data about you, such as the following:

- **Account information for third party services:** If you interact with a third party service when using our Services, such as if you use a third party service to log-in to our Services (e.g., Facebook Connect), or if you share content from our Services through a third party social media service, the third party service will send us information about you, such as information from your public profile, if the third party service and your account settings allow such sharing. The information we receive will depend on the policies and your account settings with the third party service.
- **Information from our advertising partners:** We receive information about you from some of our service providers who assist us with marketing or promotional services related to how you interact with our websites, applications, products, services, advertisements or communications.
- **Information from third party service providers:** Some of our third party service providers (such as Lever) collect Personal Data about our employees and job candidates and share that information with us.

**Information we automatically collect when you use our Services:** Some Personal Data is automatically collected when you use our Services, such as the following:

- IP address
- Your activity on the Services. This includes class usage information such as class enrollment and which classes you've watched. It also includes community interaction data, such as which members you're following, your comments, your projects, or project likes.
- Device identifiers
- Web browser information
- Page view statistics
- Browsing history
- Transaction information (e.g. transaction amount, date and time such transaction occurred)
- Cookies and other tracking technologies (e.g. web beacons, pixel tags, SDKs, etc.). For more information, please review the "Information About Cookies" section above.
- Location information (e.g. IP address)
- Log data (e.g. access times, hardware and software information)

## 2. How your information is used

We process Personal Data to operate, improve, understand and personalize our Services. For example, we use Personal Data to:

- Create and manage user accounts and profiles

- Personalize content on the Services. This includes showing users their saved classes and class watch history, and providing class recommendations.
- Provide users and Teachers with community features
- Provide Teachers with student lists and pay Teachers appropriately
- Communicate with you about the Services
- Contact you with announcements, updates or offers regarding the Services
- Process orders
- Provide support and assistance for the Services
- Analyze and improve the Services
- Meet contract or legal obligations
- Respond and fulfill user inquiries and requests
- Resolve disputes
- Protect against or deter fraudulent, illegal or harmful actions
- Enforce our Terms of Service
- Complete corporate transactions (for more information, see our [“Business Transfers”](#) section above)

We will only process your Personal Data if we have a lawful basis for doing so. Lawful bases for processing include consent, contractual necessity and our “legitimate interests” or the legitimate interest of others, as further described below.

- **Contractual Necessity:** We process the following categories of Personal Data as a matter of “contractual necessity”, meaning that we need to process the data to perform under our Terms of Service with you, which enables us to provide you with the Services. When we process data due to contractual necessity, failure to provide such Personal Data will result in your inability to use some or all portions of the Services that require such data.
  - First and last name
  - Email address
  - Password
  - If you are a Teacher, the content of your classes
- **Legitimate Interest:** We process the following categories of Personal Data when we believe it furthers the legitimate interest of us or third parties.
  - First and last name
  - Email address
  - Location information

- o IP address
- o Your activity on the Services, including class usage information and community interaction data
- Examples of these legitimate interests include:
  - o Operation and improvement of our business, products and services
  - o Personalization of web content on the Service
  - o Analyzing the use of the Services
  - o Marketing of our products and services
  - o Provision of customer support
  - o Protection from fraud or security threats
  - o Compliance with legal obligations
  - o Completion of corporate transactions
- **Consent:** In some cases, we process Personal Data based on the consent you expressly grant to us at the time we collect such data. When we process Personal Data based on your consent, it will be expressly indicated to you at the point and time of collection.
- **Other Processing Grounds:** From time to time we may also need to process Personal Data to comply with a legal obligation, if it is necessary to protect the vital interests of you or other data subjects, or if it is necessary for a task carried out in the public interest.

### 3. How your information is shared

We share Personal Data with vendors, third party service providers and agents who work on our behalf and provide us with services related to the purposes described in this Privacy Policy or our Terms of Service. These parties include:

- Payment processors
- Fraud prevention service providers
- Third party providers of advertising services
- Ad networks and marketing tools
- Analytics service providers
- Engineering and development tools
- Staff augmentation and contract personnel
- Hosting service providers

We also share Personal Data when necessary to complete a transaction initiated or authorized by you or provide you with a product or service you have requested. In addition to those set forth above, these parties also include:

- Other users (where you post information publicly or as otherwise necessary to effect a transaction initiated or authorized by you through the Services), such as when users and Teachers interact through the Services
- Social media services (if you interact with them through your use of the Services)
- Third party business partners who you access through the Services

We also share Personal Data when we believe it is necessary to:

- Comply with applicable law or respond to valid legal process, including from law enforcement or other government agencies
- Protect us, our business or our users, for example to enforce our terms of service, prevent spam or other unwanted communications and investigate or protect against fraud
- Maintain the security of our products and services

We also share information with third parties when you give us consent to do so. Furthermore, you acknowledge that we may transfer your Personal Data, and that any acquirer of us or our assets may continue to use your Personal Data, as set forth in the “Business Transfers” section above.

#### 4. What Rights Do You Have Regarding Your Personal Data?

You have certain rights with respect to your Personal Data, including those set forth below. For more information about these rights, or to submit a request, please email [dailyplusinfo@gmail.com](mailto:dailyplusinfo@gmail.com). Please note that in some circumstances, we may not be able to fully comply with your request, such as if it is frivolous or extremely impractical, if it jeopardizes the rights of others, or if it is not required by law, but in those circumstances, we will still respond to notify you of such a decision. In some cases, we may also need to you to provide us with additional information, which may include Personal Data, if necessary to verify your identity and the nature of your request.

- **Access:** You can request more information about the Personal Data we hold about you and request a copy of such Personal Data. You can also access certain of your Personal Data by emailing [dailyplusinfo@gmail.com](mailto:dailyplusinfo@gmail.com)
- **Rectification:** If you believe that any Personal Data we are holding about you is incorrect or incomplete, you can request that we correct or supplement such data. You can also correct some of this information directly by making changes to your Profile. You can request that we correct or supplement such data by emailing [dailyplusinfo@gmail.com](mailto:dailyplusinfo@gmail.com).
- **Erasure:** You can request that we erase some or all of your Personal Data from our systems by emailing [dailyplusinfo@gmail.com](mailto:dailyplusinfo@gmail.com).
- **Withdrawal of Consent:** If we are processing your Personal Data based on your consent (as indicated at the time of collection of such data), you have the right to withdraw your consent at any time. Please note, however, that if you exercise this right, you may have to then provide express consent on a case-by-case basis for the use or disclosure of certain of your Personal Data, if such use or disclosure is necessary to enable you to utilize some or all of our Services.

- **Portability:** You can ask for a copy of your Personal Data in a machine-readable format. You can also request that we transmit the data to another controller where technically feasible.
- **Objection:** You can contact us to let us know that you object to the further use or disclosure of your Personal Data for certain purposes, such as for direct marketing purposes.
- **Restriction of Processing:** You can ask us to restrict further processing of your Personal Data.
- **Right to File Complaint:** You have the right to lodge a complaint about DAILYPLUS's practices with respect to your Personal Data with the supervisory authority of your country or EU Member State.

**5. What If You Have Questions Regarding Your Personal Data?** If you have any questions about this EU Privacy Notice or our data practices generally, please contact us using the following information:

**DAILYPLUS**

Email: [dailyplusinfo@gmail.com](mailto:dailyplusinfo@gmail.com)

TK Roundabout Building, No.6 Street 289, Phum 12, Sangkat Boeung Kak 2, Khan Toul Kork, Phnom Penh, Cambodia. Contact number: 098 99 47 69.

**6. Refund Policy**

If the course you purchased is not what you were expecting, you can request, within 30 days of your purchase of the course, that DAILYPLUS apply a refund to your account. We reserve the right to apply your refund as a refund credit or a refund to your original payment method, at our discretion, depending on capabilities of our payment service providers, the platform from which you purchased your course (website, mobile application), and other factors. No refund is due to you if you request it after the 30-day guarantee time limit has passed. However, if the course you previously purchased is disabled for legal or policy reasons, you are entitled to a refund beyond this 30-day limit. DAILYPLUS also reserves the right to refund students beyond the 30-day limit in cases of suspected or confirmed account fraud.