

# Twobeansarts.com

# Privacy Policy

Effective from October 6, 2021

Welcome to Twobeansarts.com's Privacy Policy

## 1. Please read carefully

Twobeansarts.com cares deeply about the privacy of its visitors and users. To that end, this Privacy Policy ("Privacy Policy") describes how twobeansarts.com ("Two Beans Arts", "we", "our", or "us"), collect, use, and share your Personal Information, as well as an explanation of the data rights you may have in that Personal Information. This Privacy Policy applies to all Two Beans Arts users, including unregistered visitors, registered users, and premium users (collectively, "Users", "you", or "your"), and to all Two Beans Arts services, including our websites (including [www.twobeansarts.com](http://www.twobeansarts.com) and any of its subdomains, the "Website"), and related services (collectively, the "Services"). This Privacy Policy is not intended to override the terms of any contract you have with us, nor any rights you may have under other applicable data privacy laws.

Prior to accessing or using our Services, please read this policy and make sure you fully understand our practices in relation to your Personal Information. If you read and fully understand this Privacy Policy, and remain opposed to our practices, you must immediately leave and discontinue all use of any of our Services. If you have any questions or concerns regarding this policy, please contact us [here](#).

## 2. What 'Personal Information' do we collect?

### 2.1. User information:

To provide you the Services, we must collect Personal Information relating to an identified or identifiable natural person ("Personal Information"). We collect

Personal Information you provide us, from your use of the Services, and from other sources. Here are the types of Personal Information we collect about you:

1. Information you provide us. When you register for our Services, use any of our Services; and/or when you contact us directly by any communication channel (e.g. Emails), you may provide us Personal Information, such as name, email address, phone number, payment information, and information you include in your communications with us and with other users on our platform.
2. Information we collect when you use the Services. When you visit, download, and/or use any of our Services, we may collect aggregated usage Personal Information, such as Visitors' and Users' browsing and 'click-stream' activity on the Services, session heatmaps and scrolls, non-identifying Personal Information regarding the Visitor's or User's device, operating system, internet browser, screen resolution, language and keyboard settings, internet service provider, referring/exit pages, date/time stamps, etc
3. Information we collect from other sources. We may receive Personal Information about you from third-party sources, such as i) security providers , fraud detection and prevention providers for example to help us screen out users associated with fraud, ii) social media platforms, when you log-in or sign-up using your social media account, we may receive Personal Information from that service (e.g., your username, basic profile Personal Information) and in some cases, we may collect Personal Information from lead enhancement companies which help us to improve our service offering; iii) advertising and marketing partners in order to monitor, manage and measure our ad campaigns.

### 3. Why do we collect such 'Personal Information'

We use your Personal Information for the following purposes:

1. To provide and operate the Services;
2. To further develop, customize, expand, and improve our Services, based on Users' common or personal preferences, experiences and difficulties;
3. To provide our Users with ongoing customer assistance and technical support;
4. To be able to contact our Users with general or personalized service-related notices and promotional messages (as further detailed in [Section 7](#) below);

5. To help us to update, expand and analyze our records to identify new customers;
6. To facilitate, sponsor, and offer certain contests, events, and promotions, determine participants' eligibility, monitor performance, contact winners, and grant prizes and benefits;
7. To analyze our performance and marketing activities;
8. To create aggregated statistical data and other aggregated and/or inferred information, which we or our business partners may use to provide and improve our respective services;
9. To provide you with professional assistance, only upon your request;
10. To enhance our data security and fraud prevention capabilities; and
11. To comply with any applicable laws and regulations.

We use your Personal Information for the purposes set out in Section 3 where:

1. Our use of your Personal Information is necessary to perform a contract or to take steps to enter into a contract with you
2. Our use of your Personal Information is necessary to comply with a relevant legal or regulatory obligation that we have; or
3. Our use of your Personal Information is necessary to support legitimate interests and business purposes (for example, to maintain and improve our Services and the effectiveness of Two Beans Arts by identifying issues), provided it is conducted in a way that is proportionate and that respects your privacy rights.

## **4. How we share your 'Personal Information'**

We may share your Personal Information with service providers and others (or otherwise allow them access to it) in the following manners and instances:

Third Party Service Providers: Two Beans Arts has partnered with a number of selected service providers, whose services and solutions complement, facilitate and enhance our own. These include content delivery networks (CDNs), billing and payment processing services, fraud detection and prevention services, web

analytics, e-mail distribution and monitoring services, performance measurement, data optimization and marketing services, content providers, and our legal and financial advisors (collectively, “Third Party Service Provider(s)”).

Two Beans Arts may share the following categories of Personal Information with Third Party Service Providers for a business purpose:

- identifiers, including name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, or other similar identifiers.
- commercial Personal Information, for example Personal Information regarding products or services purchased, obtained, or considered.

#### 4.1.

Law Enforcement, Legal Requests and Duties: Two Beans Arts may disclose or otherwise allow access to any categories of your Personal Information described in this Privacy Policy pursuant to a legal request, such as a subpoena, legal proceedings, search warrant or court order, or in compliance with applicable laws, if we have a good faith belief that the law requires us to do so, with or without notice to you.

#### 4.2.

Protecting Rights and Safety: Two Beans Arts may share any categories of your Personal Information described in this Privacy Policy if we believe in good faith that this will help protect the rights, property or personal safety of Two Beans Arts, any of our Users, or any member of the general public, with or without notice to you.

#### 4.3

In connection with a change in corporate control: In addition, should Two Beans Arts or any of its affiliates undergo any change in control, including by means of merger, acquisition or purchase of substantially all of its assets, your Personal Information may be shared with the parties involved in such event.

## **5. Where do we store your ‘Personal Information’?**

Users’ Personal Information may be stored in data centers located in the United States of America, Ireland and Israel. We may use other jurisdictions as necessary for the proper delivery of our Services and/or as may be required by law.

Two Beans Arts affiliates and Third-Party Service Providers that store or process your Personal Information on Two Beans Arts’ behalf are contractually committed to keep it protected and secured, in accordance with industry standards and regardless of any lesser legal requirements which may apply in their jurisdiction.

## **6. Use of cookies and other third-party technologies**

We and our Third Party Service Providers use cookies and other similar technologies (“Cookies”) in order for us to provide our Service and ensure that it performs properly, to analyze our performance and marketing activities, and to personalize your experience.

Please note that we do not change our practices in response to a “Do Not Track” signal in the HTTP header from a browser or mobile application, however, most browsers allow you to control cookies, including whether or not to accept them and how to remove them. You may set most browsers to notify you if you receive a cookie, or you may choose to block cookies with your browser.

## **7. Communications from Two Beans Arts**

## **7.1. Promotional messages**

We may use your Personal Information to send you promotional content and messages by e-mail, text messages, notifications within our platform, marketing calls and similar forms of communication from Two Beans Arts or our partners (acting on Two Beans Arts' behalf) through such means.

If you do not wish to receive such promotional messages or calls, you may notify Two Beans Arts at any time or follow the “unsubscribe” or STOP instructions contained in the promotional communications you receive.

## **7.2. Service and billing messages**

Two Beans Arts may also contact you with important information regarding our Services, or your use thereof. For example, we may send you a notice (through any of the means available to us) to reply to your support ticket or e-mail; send you reminders or warnings regarding upcoming or late payments for your current or upcoming services; forward abuse complaints regarding your User Website; or notify you of material changes in our Services.

It is important that you are always able to receive such messages. For this reason, you are not be able to opt-out of receiving such Service and Billing Messages unless you are no longer a Two Beans Arts User (which can be done by deactivating your account).

# **8. Your rights in relation to your ‘Personal Information’**

Two Beans Arts believes that it is imperative that all Two Beans Arts users have control over their Personal Information. Therefore, depending on the way you use the Two Beans Arts Services, you may have the right to request access to, receive a copy of, update, amend or delete, port certain Personal Information to another service, restrict, or object to certain uses of your Personal Information (for example, for direct marketing purposes). Further, when we rely on your consent for processing of your Personal Information (for instance, for direct marketing) you can withdraw your consent at any time, and such withdrawal will take affect from thereon.

Two Beans Arts will not charge you more if you exercise any of these rights and will continue to provide you with the same level of service.

If you are a Two Beans Arts user, you can access and correct a lot of your Personal Information directly through your account. You can also exercise your rights by sending your request to [twobeansarts@gmail.com](mailto:twobeansarts@gmail.com). When we receive your right request, we may take steps to verify your identity before complying with the request to protect your privacy and security.

Before fulfilling your request, we may ask you for additional information in order to confirm your identity and for security purposes. We reserve the right to charge a fee where permitted by law (e.g. if your request is unfounded or excessive).

You have the right to file a complaint with your local supervisory authority for data protection (but we still recommend that you contact us first).

Please note that permanently deleting your Two Beans account erases all of your Personal Information from Two Beans Arts' databases. After completing this process, your account and all its data will be removed permanently, and Two Beans Arts will not be able to restore your account or retrieve your data in the future. If you contact our support channels in the future, the system will not recognize your account and support agents will not be able to locate the deleted account.

## **9. Additional Information for California residents**

If you are a California resident using the Services, the California Consumer Privacy Act ("CCPA") grants you the right to request access to and deletion of the Personal Information Two Beans Arts collects about you, as well as to request that we disclose how we collect, use, and share your Personal Information.

California residents also have a right to opt-out of the sale of their Personal Information by a business and a right not to be discriminated against for exercising any of their rights under the CCPA.

No sale of Personal Information. Two Beans Arts does NOT sell (as such term is defined in the CCPA) your Personal Information to third parties, and Two Beans Arts has not sold Personal Information in the twelve months prior to the effective date of this Privacy Policy.

No Discrimination. Two Beans Arts does not discriminate against any User for exercising their rights under the CCPA.

California consumers can exercise their CCPA rights directly or through an authorized agent by signing in to their registered Two Beans Arts account at [twobeansarts.com](https://twobeansarts.com) and following the instructions outlined below. Please note: in order to protect Users' accounts and Personal Information and safeguard Users' privacy rights, we verify Users' deletion and access requests, and to that extent, we may ask you for additional information or documentation (depending on the case), such as account related information, and, in some cases, billing information used to purchase paid Services, and a copy of documents that can assist with verifying your identity.

Such identification documentation (if requested) will be used only for verification purposes and we will delete it after your request is processed.

The following instructions apply to Personal Information we may collect from California residents on or through our Services.

Right to Know: If you want to exercise your right to know or receive a copy or access the Personal Information that you have stored with us, please email us at [twobeansarts@gmail.com](mailto:twobeansarts@gmail.com) we will explain how you can retrieve your Personal Information directly from within your Two Beans Arts account.

Right to Deletion: If you want to exercise your right to request deletion of any of



your Personal Information that you have stored with us, please submit a request by email to [twobeansarts@gmail.com](mailto:twobeansarts@gmail.com).

Once we receive and verify your consumer request, we will delete your personal information from our records unless an exception applies. We will make reasonable efforts to honor your request promptly and consistent with requirements under applicable law.

Please note that permanently deleting your Two Beans Arts account erases all of your Personal Information from Two Beans Arts' databases. After completing this process, your account, and all its data will be removed permanently, and Two Beans Arts will not be able to restore your account or retrieve your data in the future. Additionally, if you contact our support channels in the future, the system will not recognize your account, and support agents will not be able to locate the deleted account.

If you cannot access your Two Beans Arts account or if you wish to exercise your CCPA rights through an authorized agent operating on your behalf, you, or your authorized agent (as applicable) may send a request to [twobeansarts@gmail.com](mailto:twobeansarts@gmail.com). To process your request, in order to protect Users' accounts and Personal Information, we may ask you or your authorized agent for the verifying information detailed above, which may vary according to the circumstances of your request. Authorized agents will also need to provide Two Beans Arts with a copy of the consumer's signed authorization designating them as their agent.

## **10. Questions and complaints**

If you have any questions or concerns about our collection, use or disclosure of Personal Information, or if you believe that we have not complied with this Privacy Policy or applicable data protection laws, please contact us – our details are set out at the end of this Privacy Policy.

Our Data Protection Officer team will investigate the complaint and determine whether a breach has occurred and what action, if any, to take. We take every privacy complaint seriously and will make all reasonable efforts to resolve your complaint promptly and in accordance with applicable law.

You can file a complaint with your local supervisory authority for data protection at any time, however we recommend that you contact us first so we can try to resolve it.

## **11. Data retention**

We may retain your Personal Information for as long as your User Account is active, as indicated in this Privacy Policy, or as otherwise needed to provide you with our Services.

We may continue to retain your Personal Information after you deactivate your User Account and/or cease to use any particular Services, as reasonably necessary to comply with our legal obligations, to resolve disputes regarding our Users, prevent fraud and abuse, enforce our agreements and/or protect our legitimate interests.

We maintain a data retention policy which we apply to Personal Information in our care.

## **12. Security**

Two Beans Arts has implemented security measures designed to protect the Personal Information you share with us, including physical, electronic and procedural measures. Among other things, we offer HTTPS secure access to most areas on our Services; the transmission of sensitive payment information (such as a credit card number) through our designated purchase forms is protected by an industry standard SSL/TLS encrypted connection; and we regularly maintain a PCI DSS (Payment Card Industry Data Security Standards) certification. We also regularly monitor our systems for possible vulnerabilities and attacks, and regularly seek new ways and Third Party Services for further

enhancing the security of our Services and protection of our Visitors' and Users' privacy.

Regardless of the measures and efforts taken by Two Beans Arts, we cannot and do not guarantee the absolute protection and security of your Personal Information, your Personal Information or any other information you upload, publish or otherwise share with Two Beans Arts or anyone else. We encourage you to set strong passwords for your User Account, and avoid providing us or anyone with any sensitive Personal Information of which you believe its disclosure could cause you substantial or irreparable harm.

Furthermore, because certain areas on our Services are less secure than others (for example, if you set your Support forum ticket to be "Public" instead of "Private", or if you browse to a non-SSL page), and since e-mail and instant messaging are not recognized as secure forms of communications, we request and encourage you not to share any Personal Information on any of these areas or via any of these methods.

## **13. Third-party websites**

Our Services may contain links to other websites or services. We are not responsible for such websites' or services' privacy practices. We encourage you to be aware when you leave our Services and to read the privacy statements of each and every website and service you visit before providing your Personal Information. This Privacy Policy does not apply to such linked third party websites and services.

## **14. Public forums and user content**

Our Services offer publicly accessible blogs, communities and support forums. Please be aware that any Personal Information you provide in any such areas may be read, collected, and used by others who access them. To request removal of your Personal Information from our blogs, communities or forums, feel free to contact us [here](#). In some cases, we may not be able to remove your Personal Information from such areas. For example, if you use a third party

application to post a comment (e.g., the Facebook social plugin application) while logged in to your related profile with such third party, you must login into such application or contact its provider if you want to remove the Personal Information you posted on that platform.

In any event, we advise against posting any Personal Information (via any means) you don't wish to publicize.

If you upload any user content to your User Account or post it on your User Website and provide it in any other way as part of the use of any Service, you do so at your own risk.

We have put adequate security measures in place to protect your Personal Information. However, we cannot control the actions of other Users or members of the public who may access your User Content, and are not responsible for the circumvention of any privacy settings or security measures you or we may have placed on your User Website (including, for instance, password-protected areas on your User Website). You understand and acknowledge that, even after its removal by you or us, copies of User Content may remain viewable in cached and archived pages or if any third parties (including any of your Users-of-Users) have copied or stored such User Content. To clarify, we advise against uploading or posting any information you do not wish to be public.

## **15. Updates and interpretation**

We may update this Privacy Policy as required by applicable law, and to reflect changes to our Personal Information collection, usage and storage practices. If we make any changes that we deem as "material" (in our sole good faith discretion), we will notify you prior to the change becoming effective. In relation to any updated Privacy Policy, we will, as required by applicable law, notify you, seek your consent and/or take any other measures. We encourage you to periodically review this page for the latest Information on our privacy practices. Unless stated otherwise, our most current Privacy Policy applies to all information that we have about you, with respect to our Website, and other Services.

Any heading, caption or section title contained herein, is provided only for convenience, and in no way defines or explains any section or provision hereof, or legally binds any of us in any way.