

# RLLYME PRIVACY POLICY

**Effective Date:** 5<sup>th</sup> December 2025

**Company:** ASKPPL LLC, a Delaware limited liability company doing business as “Rllyme” (“Rllyme,” “we,” “us,” or “our”)

**Website / Application:** [www.rllyme.com](http://www.rllyme.com) and all related subdomains, PWAs, and services (collectively, the “Service” or “Platform”)

This Privacy Policy explains how we collect, use, disclose, and protect personal information when you use the Service as a Creator, Buyer, or visitor. It also describes your rights and choices under applicable data protection and privacy laws.

By accessing or using the Service, you acknowledge that you have read and understood this Privacy Policy. If you do not agree, you must not use the Service.

## 1. Scope and Relationship to Other Documents

### 1.1 Scope of this Privacy Policy.

This Privacy Policy applies to personal information we process in connection with:

- Your use of our website, PWA, and related online properties;
- Your registration for and use of a Creator or Buyer account;
- Payments of Subscription fees to Rllyme;
- Our referral and promotional programs; and
- Our communications with you (e.g., support, product updates).

### 1.2 Creators and Buyers.

We process personal information about two main categories of users:

- **Creators** – independent individuals or entities offering Digital Products, Paid Conversations, and Services to Buyers.
- **Buyers** – individuals who view, purchase, or otherwise interact with a Creator’s offerings.

### 1.3 Relationship with Terms & Cookie Policy.

This Privacy Policy forms part of and is incorporated by reference into our **Terms and Conditions**. Our separate **Cookies Policy** provides further detail on our use of cookies and similar technologies.

### 1.4 Does Not Cover Creator’s Own Privacy Practices.

When a Creator collects and uses personal information about Buyers for their own purposes (for example, exporting customer lists or communicating with Buyers off-platform), the Creator is typically acting as an independent controller/business. This Privacy Policy does **not** govern those activities. Buyers should review the Creator’s own privacy notices where applicable.

## 2. Data Controller and Roles

### 2.1 Rllyme as Controller.

For personal information we collect and determine the purposes and means of processing (e.g., account data, platform logs, Subscription billing), Rllyme acts as a “**controller**” (under GDPR/UK GDPR) and as a “**business**” (under CCPA/CPRA).

## **2.2 Creators as Independent Controllers/Businesses.**

Creators are independent businesses. For data they collect about Buyers, they may act as independent **controllers/businesses** and are responsible for their own compliance with privacy and data protection laws.

## **2.3 Rllyme as Service Provider/Processor (Limited Situations).**

To the extent we process personal information solely on behalf of a Creator and in accordance with that Creator's documented instructions (for example, hosting Creator–Buyer messages), we may act as a **“processor”** (GDPR/UK GDPR) and **“service provider”** or **“contractor”** (CCPA/CPRA) for those specific processing activities.

## **2.4 Creator Obligations as Independent Controllers/Businesses.**

Creators act as independent controllers/businesses with respect to any personal information they export, download, store, or otherwise process outside the Platform. Creators are solely responsible for:

- (a) providing their own privacy notices and legally required disclosures;
- (b) obtaining all consents, permissions, or lawful bases required under GDPR/UK GDPR, CCPA/CPRA, and any other applicable law;
- (c) responding to data subject/consumer privacy requests relating to data they control;
- (d) securing exported Buyer information and implementing appropriate technical and organizational safeguards;
- (e) complying with marketing, anti-spam, and cross-border data transfer rules; and
- (f) ensuring that their use of Buyer personal information is lawful, proportionate, and compliant.

Creators must not misuse Buyer data, including for off-platform marketing, profiling, or any purpose not reasonably expected by the Buyer.

Creators agree to indemnify and hold Rllyme harmless from any claims, penalties, damages, or liabilities arising from the Creator's handling of personal information as an independent controller/business.

## **2.5 Rllyme as Processor/Service Provider for Messaging Data.**

For Creator–Buyer messages and related content stored on the Platform, Rllyme acts as a service provider/processor and processes such information solely:

- (a) to provide, maintain, and secure the messaging infrastructure;
- (b) to prevent fraud, abuse, and violations of our Terms;
- (c) to comply with legal obligations; and
- (d) to assist Creators with support requests or delivery of their purchased offerings.

Creators, as controllers, instruct Rllyme to process message content for these purposes. Rllyme:

- implements reasonable security measures;
- may engage subprocessors (e.g., hosting, storage, security tools), including those located outside the User's jurisdiction;
- remains responsible for subprocessors under written agreements; and
- transfers data internationally pursuant to approved legal mechanisms including the EU Standard Contractual Clauses or other valid solutions.

Creators must not instruct Rllyme to process data in violation of privacy laws.

## **3. Categories of Personal Information We Collect**

Depending on how you use the Service, we may collect the following categories of personal information:

### **3.1 Account and Identity Data.**

- Name, username, display name, and password (hashed);

- Email address and contact details;
- Creator profile information (bio, profile photo, niche, links, and similar).

### **3.2 Payment and Subscription Data.**

- Limited payment information related to Subscriptions (e.g., last four digits of card, card type, billing address) as provided by our payment processors;
- Stripe account identifiers (for Creators) and connection status;
- Records of subscription plans, fees, billing history, and invoices.

We **do not** store full credit card numbers; these are processed by Stripe or other payment processors.

### **3.3 Platform Usage and Technical Data.**

- IP address, device identifiers, browser type, operating system;
- Access times, pages viewed, referring URLs;
- Authentication and security logs;
- Event data related to feature usage (e.g., dashboard interactions).

### **3.4 Creator–Buyer Interaction Data.**

- Messages exchanged via our in-platform messaging or Paid Conversations tools;
- Content you upload or share (e.g., files, videos, documents, images);
- Metadata associated with messages and uploads (timestamps, sender/recipient).

### **3.5 Referral and Marketing Data.**

- Referral links and codes;
- Information about who referred you and whom you refer;
- Data necessary to calculate and credit referral commissions;
- Marketing preferences, email open and click data (where legally permitted).

### **3.6 Support and Communications Data.**

- Information you provide in support tickets or emails;
- Feedback, survey responses, or testimonials;
- Records of communications with our team.

### **3.7 Compliance and Risk Data.**

- Information relevant to fraud prevention, chargebacks, and abuse detection;
- Records of consent and privacy-related requests;
- Data collected in connection with legal obligations or enforcement actions.

### **3.8 Sensitive Personal Information (Voluntary Submission).**

We do not request or require sensitive personal information (e.g., health data, financial account details,

racial or ethnic origin, religious beliefs, sexual orientation). If you choose to share such information in messages, uploads, or communications, you do so voluntarily and at your own risk. We process such information only as necessary to operate the Service, provide messaging functionality, detect fraud or abuse, or comply with legal obligations.

We may combine information collected from you with data we receive from third parties (e.g., Stripe, analytics providers) where permitted by law.

## **4. How We Collect Personal Information**

### **4.1 Directly from You.**

You provide personal information when you:

- Register for an Account or update profile details;
- Purchase a Subscription;
- Connect a Creator Stripe account;
- Send messages, upload content, or participate in Paid Conversations;
- Contact us for support or participate in surveys;
- Join our waitlist or referral programs.

### **4.2 Automatically from Your Use of the Service.**

We automatically collect technical and usage data through:

- Cookies and similar technologies;
- Server logs and security monitoring tools;
- Analytics and performance tools.

### **4.3 From Third Parties.**

We may receive data from:

- **Payment processors** (e.g., Stripe) about payment status, limited card details, and disputes;
- **Analytics providers** about usage metrics and engagement;
- **Referral platforms or tools** used to track referrals and commissions;
- **Social or marketing platforms** if you interact with our content or ads.

## **5. How We Use Personal Information (Purposes of Processing)**

We use personal information for the following purposes:

### **5.1 To Provide and Operate the Service.**

- Creating and managing Accounts;
- Enabling Creator Pages, storefronts, and messaging;
- Facilitating Creator–Buyer interactions and transactions;
- Processing and managing Subscriptions and billing.

### **5.2 To Maintain Security and Prevent Abuse.**

- Monitoring for suspicious activity, fraud, or misuse;
- Verifying identity and access to Accounts;
- Enforcing our Terms and policies.

### **5.3 To Improve and Develop the Service.**

- Analyzing usage patterns and feature adoption;
- Debugging, testing, and improving performance;
- Developing new features and services.

### **5.4 To Manage Referral Programs and Promotions.**

- Tracking referrals, commissions, and eligibility;
- Communicating program updates and rewards;
- Detecting and preventing referral abuse or fraud.

### **5.5 To Communicate with You.**

- Sending transactional emails (e.g., confirmations, security alerts);
- Providing customer support and responding to inquiries;
- Sending product updates, newsletters, and marketing communications (where legally permitted and subject to your choices).

### **5.6 To Comply with Legal Obligations.**

- Maintaining records required by law;
- Responding to lawful requests from public authorities;
- Handling disputes, chargebacks, or legal claims.

### **5.7 To Protect Our Legitimate Interests.**

- Operating and protecting our business, users, and systems;
- Enforcing our agreements and defending against legal claims;
- Ensuring the integrity of our platform and programs.

### **5.8 Automated Tools, Moderation Systems, and AI.**

We may use automated tools—including machine learning models, AI-driven analytics, pattern detection systems, and automated moderation or fraud-scoring tools—to operate, protect, and improve the Service. These tools may analyze technical data, behavioral signals, message metadata, usage patterns, and security indicators. Automated systems do not replace human review but may assist with identifying fraud, abuse, security threats, or policy violations.

### **5.9 Security, Fraud Prevention, and Threat Detection**

We use automated tools, device identifiers, IP logging, behavioral analytics, fraud scoring, rate-limiting, intrusion detection systems, and other security technologies to detect suspicious activity, protect Accounts, prevent abuse, enforce our Terms, and safeguard the Platform.

## 6. Legal Bases for Processing (EEA/UK/Swiss Users)

Where the EU/EEA, UK, Swiss, or similar laws apply, we rely on one or more of the following legal bases:

### 6.1 Performance of a Contract.

To provide and administer the Service, process Subscriptions, and respond to your requests.

### 6.2 Legitimate Interests.

To operate our business, improve the Service, prevent fraud, support security, manage referrals, and communicate reasonable updates, provided these interests are not overridden by your rights.

### 6.3 Consent.

Where required by law (for example, certain marketing communications or optional cookies), we rely on your consent. You may withdraw consent at any time as described in this Policy.

### 6.4 Legal Obligations.

To comply with laws and regulations, including accounting, tax, and regulatory requirements.

## 7. Cookies and Similar Technologies

### 7.1 Use of Cookies.

We use cookies, pixels, and similar technologies to:

- Keep you logged in and secure your session;
- Remember your preferences;
- Measure usage and performance;
- Support referral tracking and marketing (where permitted).

### 7.2 Categories of Cookies.

- **Strictly Necessary Cookies** – required for core functionality (e.g., authentication, security).
- **Analytics and Performance Cookies** – help us understand how the Service is used.
- **Functional Cookies** – remember settings and preferences.
- **Marketing/Referral Cookies** – support referral tracking and, where applicable, marketing activities.

### 7.3 Cookie Controls.

In regions requiring consent (including the EEA and UK), we will request your consent before placing non-essential cookies such as analytics, marketing, or referral cookies.

You may withdraw consent at any time through our cookie banner or preference controls.

Strictly necessary cookies cannot be disabled.

## 8. How We Share Personal Information

We do **not** sell your personal information. We share personal information only as described below:

### 8.1 With Service Providers and Vendors.

We share personal information with trusted third parties who perform services on our behalf, such as:

- Payment processors (e.g., Stripe);
- Cloud hosting and infrastructure providers;
- Email and communication tools;
- Analytics and error monitoring providers;
- Referral tracking and program management tools;
- Customer support and ticketing systems.

These providers are bound by contractual obligations to protect your data and use it only as instructed.

### **8.2 With Creators and Buyers (as Applicable).**

- When you act as a **Buyer**, certain information (e.g., your name, username, purchased offering, and messages) will be shared with the relevant Creator.
- When you act as a **Creator**, your profile and certain related information is visible to Buyers and visitors.

### **8.3 Affiliates and Corporate Group.**

We may share information with our affiliates or subsidiaries for purposes consistent with this Privacy Policy.

### **8.4 Business Transfers.**

In the event of a merger, acquisition, sale of assets, financing, or similar corporate transaction, personal information may be transferred as part of that transaction, subject to appropriate confidentiality protections.

### **8.5 Legal, Compliance, and Protection.**

We may disclose personal information to third parties:

- To comply with laws, legal processes, or lawful requests;
- To enforce our agreements or policies;
- To protect the rights, property, or safety of Rllyme, our users, or others;
- To detect, prevent, or address fraud, security, or technical issues.

### **8.6 Creator Export of Buyer Data**

If a Creator exports, downloads, or otherwise processes Buyer personal information outside the Platform, the Creator becomes solely responsible for securing that data, complying with privacy laws, honoring data subject/consumer requests, and preventing unauthorized disclosure.

Rllyme is not liable for misuse, data breaches, or non-compliance involving Creator-controlled data outside the Platform.

## **9. International Data Transfers**

### **9. International Data Transfers**

Rllyme is operated from the United States. Personal information may be processed in the U.S. and in other countries where our subprocessors, hosting partners, or service tools operate.

For transfers from the EEA, UK, or Switzerland to countries without equivalent protection, we rely on:

- Standard Contractual Clauses;

- UK Addendum / UK IDTA;
- adequacy decisions (where available); or
- other lawful transfer mechanisms.

Subprocessors may be located globally. We require contractual protections for these transfers but cannot guarantee that foreign laws provide the same level of protection as your home jurisdiction.

## 10. Data Retention

We retain personal information for as long as necessary to operate the Service, maintain security, prevent fraud, comply with law, enforce our Terms, maintain business records, and support legitimate operational needs.

Creator–Buyer messages, uploads, and activity logs are retained until you delete them or until we determine they are no longer required for service delivery, security monitoring, fraud prevention, or legal compliance.

Backup copies and archival logs may persist for additional time for integrity, auditing, and continuity.

We do not commit to specific retention periods unless required by law.

## 11. Security Measures

### 11.1 Technical and Organizational Measures.

We implement reasonable technical and organizational measures designed to protect personal information against unauthorized access, loss, misuse, or alteration. These measures may include encryption in transit, access controls, secure development practices, and regular security reviews.

### 11.2 Your Responsibilities.

No system can be completely secure. You are responsible for:

- Keeping your password and account credentials confidential;
- Using strong, unique passwords;
- Not sharing your login details with others;
- Promptly notifying us of any suspected unauthorized access.

### 11.3 Incident Response.

If we become aware of a data breach that is likely to result in a high risk to your rights and freedoms, we will notify you and/or relevant authorities in accordance with applicable law.

### 11.4 Access to Creator–Buyer Messages

We do not proactively monitor or review private Creator–Buyer messages. We may access message content only to:

- (a) respond to User support requests;
- (b) investigate fraud, abuse, or security threats;
- (c) enforce our Terms;
- (d) comply with legal process; or
- (e) diagnose or resolve technical issues.

Users should not expect continuous monitoring or moderation of private conversations.

## 12. Your Rights and Choices (Non-US and GDPR/UK GDPR Regions)

Where applicable law (such as GDPR/UK GDPR) provides, you may have the following rights:

**12.1 Access.**

To obtain confirmation of whether we process your personal information and, if so, to receive a copy.

**12.2 Rectification.**

To request correction of inaccurate or incomplete personal information.

**12.3 Erasure.**

To request deletion of your personal information in certain circumstances (e.g., when it is no longer necessary for the purposes for which it was collected).

**12.4 Restriction.**

To request that we restrict processing of your personal information under certain conditions.

**12.5 Portability.**

To receive your personal information in a structured, commonly used, and machine-readable format and to transmit it to another controller where technically feasible.

**12.6 Objection.**

To object to processing based on our legitimate interests, and to object to direct marketing at any time.

**12.7 Withdrawal of Consent.**

Where processing is based on your consent, you may withdraw that consent at any time, without affecting the lawfulness of processing based on consent before withdrawal.

**12.8 How to Exercise.**

You can exercise these rights by contacting us at the email address provided at the top of this Policy. We may need to verify your identity before responding to your request.

**12.9 Complaints to Supervisory Authorities.**

You also have the right to lodge a complaint with a supervisory authority, in particular in the country of your habitual residence, place of work, or place of the alleged infringement.

## **13. California and Certain U.S. State Privacy Rights**

If you are a resident of California (or another U.S. state with similar laws), additional rights may apply:

**13.1 Categories of Personal Information.**

In the preceding 12 months, we may have collected the categories of personal information described in Section 3.

**13.2 No Sale of Personal Information.**

We do not “sell” personal information as that term is defined under CCPA/CPRA. If our practices change, we will update this Policy and provide any required notices.

**13.3 Right to Know / Access.**

You may have the right to request that we disclose:

- The categories of personal information we have collected about you;
- The categories of sources;
- The business or commercial purpose for collecting it;
- The categories of third parties with whom we share it; and
- The specific pieces of personal information we have collected about you.

#### **13.4 Right to Delete.**

You may request that we delete personal information we have collected from you, subject to certain exceptions (e.g., legal obligations, security, fraud prevention).

#### **13.5 Right to Correct.**

You may request that we correct inaccurate personal information that we maintain about you.

#### **13.6 Right to Limit Use of Sensitive Personal Information (if applicable).**

To the extent we process “sensitive personal information” under applicable law, you may have the right to limit its use to certain purposes allowed by law.

#### **13.7 Non-Discrimination.**

We will not discriminate against you for exercising any privacy rights granted by law (for example, by denying services, charging different prices, or providing a different level or quality of service), except to the extent differences are reasonably related to the value provided by your data or permitted by law.

#### **13.8 Exercising Your Rights.**

You (or your authorized agent) may submit a request using the contact details provided above. We may take reasonable steps to verify your identity and authority before responding.

### **14. Children’s Privacy**

#### **14.1 Creators Must Be 18+.**

Creators using the Platform to sell Digital Products, Paid Conversations, or Services must be at least eighteen (18) years of age.

#### **14.2 Buyers Under 18.**

While certain aspects of the Platform may be accessible to minors acting with a parent or legal guardian, we do not knowingly allow minors to create Creator Accounts or to purchase sensitive categories of Services without appropriate adult involvement.

#### **14.3 No Knowing Collection from Young Children.**

We do not knowingly collect personal information from children where such collection would require parental consent under applicable law. If you believe we have collected such information, please contact us so that we can take appropriate steps, which may include deletion.

### **15. Communications and Marketing Preferences**

#### **15.1 Transactional Communications.**

We may send you transactional or service-related communications (e.g., security alerts, billing notices, updates about changes to our terms), which are necessary for the Service. You generally cannot opt out of these communications while you maintain an Account.

#### **15.2 Marketing Communications.**

With your consent where required by law, we may send you newsletters, offers, or information about features and promotions. You can opt out of marketing communications by:

- Clicking the “unsubscribe” link in marketing emails; or
- Contacting us using the details above.

#### **15.3 Referral Communications.**

If you participate in referral programs, you must only send invitations or referral links to individuals where you have a lawful basis to do so (e.g., their consent or an existing relationship) and must comply with applicable anti-spam and marketing laws.

## 16. Third-Party Links and Creator Sites

### 16.1 External Links.

The Service may contain links to third-party websites, services, or content, including Creator-managed pages or off-platform stores. We are not responsible for the privacy practices of those third parties.

### 16.2 Creator Policies.

Creators may operate their own websites, mailing lists, or tools. Their handling of your personal information is governed by their own privacy notices and terms, not this Privacy Policy. We encourage you to review those policies before providing personal information.

## 17. Changes to this Privacy Policy

### 17.1 Updates.

We may update this Privacy Policy from time to time to reflect changes in our practices, technologies, legal requirements, or other factors.

### 17.2 Notice of Changes.

Where required by law, we will notify you of material changes (for example, via email, in-app notice, or by updating the “Effective Date” at the top of this Policy). Your continued use of the Service after the updated Policy becomes effective constitutes your acceptance of the changes.

## 18. Region-Specific Terms and Conflicts

### 18.1 Regional Supplements.

We may provide additional region-specific notices for users located in certain jurisdictions (e.g., EEA, UK, California). Those notices should be read together with this Privacy Policy.

### 18.2 In Case of Conflict.

If there is any conflict between this Privacy Policy and a region-specific supplement that applies to you, the supplement will control to the extent of the conflict.

## 19. How to Contact Us

If you have questions, concerns, or requests about this Privacy Policy or our handling of personal information, you may contact us at:

- **Email:** support@rllyme.com
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Where required, you may also contact our designated data protection contact or representative, whose details we will provide in relevant regional notices if applicable.

## 20. Acknowledgment

By accessing or using the Service, you acknowledge that you have read this Privacy Policy, understand it, and agree that your personal information will be handled as described herein and in accordance with applicable law.