

# Privacy Policy

Last updated: April 24, 2026

This Privacy Policy governs your use of any mobile or desktop software application (each, an "Application") published by BigBalli Consulting ("we," "us," or "our"). It applies uniformly to all Applications we release, unless an individual Application publishes a supplemental policy of its own.

## What information do our Applications obtain and how is it used?

### User-provided information

An Application obtains the information you provide when you download, register, or otherwise interact with it. Registration is typically optional; however, some features may be unavailable without it. When you register or use an Application, you may provide information such as: (a) your name, email address, age, user name, and password; (b) transaction-related information, such as purchases or responses to offers; (c) information you provide when you contact us for support; (d) payment information for purchases or subscriptions; and (e) information you enter while using the Application.

We may use the information you provide to contact you from time to time with important notices, service updates, or promotional messages related to our Applications.

### Automatically collected information

Our Applications may automatically collect certain information, including but not limited to: the type of device you use, a unique device identifier, the IP address of your device, your operating system, the type of browser or runtime in use, and information about how you interact with the Application.

### Diagnostics and analytics

We may collect personal information and usage data for **diagnostic and analytics purposes**. This includes crash reports, performance metrics, feature-usage statistics, error logs, and other technical telemetry that helps us identify bugs, improve stability, understand how features are used, and prioritize product improvements. Where possible we aggregate or anonymize this data, but some diagnostic payloads may contain personal or device-identifying information. This

data may be processed by us or by third-party diagnostics and analytics providers acting on our behalf.

## **Does the Application collect precise real-time location information?**

Our Applications do not collect precise, real-time location information unless an individual Application explicitly requests that permission and describes the use at the point of request. If location access is granted, it is used only for the stated feature.

## **Do third parties see and/or have access to information obtained by the Application?**

We share information with third parties only as described in this policy. We may disclose user-provided and automatically collected information:

- as required by law, such as to comply with a subpoena or similar legal process;
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request;
- with trusted service providers (including diagnostics, analytics, crash-reporting, hosting, payment, and customer-support vendors) that work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to handle it consistently with this policy;
- if BigBalli Consulting is involved in a merger, acquisition, or sale of all or a portion of its assets, in which case you will be notified via email and/or a prominent notice on our website of any change in ownership or uses of this information, as well as any choices you may have.

## **What are my opt-out rights?**

You can stop all collection of information by an Application by uninstalling it, using the standard uninstall process available through your device or app marketplace. You can also request opt-out or deletion by email at [privacy@bigballi.com](mailto:privacy@bigballi.com). Where an Application provides in-app controls to disable analytics or diagnostics, you may also use those controls.

## **Data retention and managing your information**

We retain user-provided data for as long as you use the Application and for a reasonable time thereafter. Automatically collected information (including diagnostic and analytics data) is typically retained for up to 12 months and afterward may be stored in aggregate. To request

deletion of data you have provided, contact us at [privacy@bigballi.com](mailto:privacy@bigballi.com) and we will respond within a reasonable time. Note that some data may be required for the Application to function properly.

## **Children**

We do not use our Applications to knowingly solicit data from, or market to, children under the age of 13. If a parent or guardian becomes aware that a child has provided information to us without consent, they should contact us at [privacy@bigballi.com](mailto:privacy@bigballi.com) and we will delete such information within a reasonable time.

## **Security**

We take reasonable precautions to safeguard the confidentiality of your information, using physical, electronic, and procedural safeguards appropriate to the information we process. Access is limited to personnel and contractors who need it to operate, develop, or improve our Applications. No security system can prevent all potential breaches, and we cannot guarantee absolute security.

## **International users**

Our Applications are operated from the United States. If you access an Application from outside the United States, you consent to your information being transferred to, processed, and stored in the United States under applicable privacy standards.

## **Changes**

This Privacy Policy may be updated from time to time. We will post the revised version at <https://bigballi.com/privacy>. Your continued use of any Application after changes are posted constitutes acceptance of those changes. We encourage you to review this policy periodically.

## **Your consent**

By using an Application, you consent to the processing of your information as described in this Privacy Policy. "Processing" means collecting, storing, using, combining, deleting, and disclosing information, including via cookies or similar technologies on devices where applicable.

## **Contact us**

If you have questions about privacy in connection with any of our Applications, contact us at [privacy@bigballi.com](mailto:privacy@bigballi.com).

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# Terms of Use

Last updated: April 24, 2026

## Agreement to terms

These Terms of Use constitute a legally binding agreement between you ("you") and BigBalli Consulting ("we," "us," or "our") concerning your access to and use of any mobile or desktop application we publish (each, an "Application"). By accessing or using an Application, you agree to be bound by these Terms. If you do not agree, you must discontinue use immediately.

We may modify these Terms at any time. The "Last updated" date reflects the most recent revision. Continued use of an Application after changes are posted constitutes acceptance. The Applications are intended for users at least 13 years of age; minors must have a parent or guardian's permission and supervision.

## Intellectual property rights

Unless otherwise indicated, the Applications and all source code, databases, functionality, software, designs, audio, video, text, photographs, and graphics (collectively, the "Content"), along with the trademarks, service marks, and logos contained therein (the "Marks"), are owned or licensed by us and protected by applicable intellectual property laws. The Content and Marks are provided "as is" for your personal, non-commercial use. No part of any Application, Content, or Marks may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose without our express prior written permission. We reserve all rights not expressly granted to you.

## User representations

By using an Application, you represent and warrant that: (1) all registration information you submit is true, accurate, current, and complete; (2) you will maintain and promptly update such

information as necessary; (3) you have the legal capacity to accept these Terms; (4) you are not under 13; (5) if a minor, you have parental permission; (6) you will not access the Application through automated or non-human means; (7) you will not use the Application for any illegal or unauthorized purpose; and (8) your use will not violate any applicable law or regulation.

## **Prohibited activities**

You may not access or use an Application for any purpose other than that for which we make it available. You agree not to:

- systematically retrieve data or content to create a collection, compilation, database, or directory without our written permission;
- make any unauthorized use of an Application, including harvesting usernames or email addresses for unsolicited email or creating accounts by automated means;
- circumvent, disable, or interfere with security-related features;
- engage in unauthorized framing of or linking to an Application;
- trick, defraud, or mislead us or other users, including attempting to learn sensitive account information;
- make improper use of our support services or submit false reports of abuse;
- engage in automated use of the system, including scripts, data mining, robots, or similar tools;
- interfere with, disrupt, or create an undue burden on an Application or connected networks;
- attempt to impersonate another user or use another user's account;
- decipher, decompile, disassemble, or reverse-engineer any software;
- attempt to bypass measures designed to prevent or restrict access;
- harass, annoy, intimidate, or threaten our employees or agents;
- upload or transmit viruses, Trojan horses, spyware, or other malicious material;
- disparage, tarnish, or harm, in our opinion, us or an Application;
- use an Application in a manner inconsistent with applicable laws or regulations.

## **User-generated contributions**

An Application may allow you to submit, post, or transmit content ("Contributions"). Contributions may be viewable by other users and treated as non-confidential. By submitting Contributions, you represent and warrant that you own or have the necessary rights to them; that they do not infringe third-party rights; that they are not false, misleading, unsolicited advertising, obscene, defamatory, or otherwise objectionable; that they do not violate applicable law; and that they do not contain material that solicits or exploits minors.

## **Contribution license**

By submitting Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, worldwide license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt, and distribute such Contributions for any purpose, and to prepare derivative works. We do not assert ownership over your Contributions and have no obligation to monitor them, but we reserve the right to edit, redact, re-categorize, pre-screen, or delete any Contributions at any time without notice.

## **Mobile application license**

We grant you a revocable, non-exclusive, non-transferable, limited license to install and use our Applications on devices you own or control, strictly in accordance with these Terms. You shall not: (1) decompile, reverse-engineer, disassemble, or derive source code; (2) make modifications, adaptations, or derivative works; (3) violate any applicable laws in connection with use; (4) remove proprietary notices; (5) use the Application for any commercial enterprise for which it is not designed; (6) make the Application available on a network where multiple devices can access it simultaneously; (7) use the Application to create a competing product; or (8) use the Application to send automated queries or unsolicited commercial communications.

## **Apple and Android devices**

When you use an Application obtained from the Apple App Store or Google Play (each an "App Distributor"): (1) the license is limited to a non-transferable license to use the Application on a device running the applicable operating system per the App Distributor's usage rules; (2) we are responsible for maintenance and support as required by applicable law, and you acknowledge the App Distributor has no such obligation; (3) in the event of a warranty failure, you may notify the App Distributor, which may refund the purchase price if applicable; (4) you are not located in a country subject to U.S. embargo or designated as "terrorist supporting," and are not on any U.S. government prohibited list; (5) you will comply with applicable third-party terms (e.g., wireless carrier terms); and (6) the App Distributors are third-party beneficiaries of this license.

## **Third-party websites and content**

An Application may contain links to third-party websites or content. Such third-party materials are not investigated, monitored, or checked by us for accuracy, appropriateness, or completeness, and we are not responsible for them. Inclusion of, linking to, or permitting use of third-party websites or content does not imply endorsement. If you access third-party sites or

content through an Application, you do so at your own risk and should review the applicable terms and privacy policies.

## **App management**

We reserve the right, but not the obligation, to: (1) monitor an Application for violations of these Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms; (3) refuse, restrict access to, or disable any Contributions; (4) remove files or content that are excessive or burdensome; and (5) otherwise manage the Application to protect our rights and property and facilitate its proper functioning.

## **Term and termination**

These Terms remain in effect while you use any Application. We reserve the right, in our sole discretion and without notice or liability, to deny access to any Application for any reason, including breach of these Terms or any applicable law. We may terminate your use or delete your account and any content you posted at any time, without warning. If your account is terminated, you are prohibited from registering a new account under your name, a fake name, or on behalf of a third party.

## **Modifications and interruptions**

We reserve the right to change, modify, or remove the contents of any Application at any time without notice. We have no obligation to update any information. We may discontinue all or part of an Application at any time. We cannot guarantee availability at all times and will not be liable for any loss or inconvenience caused by downtime or discontinuance.

## **Governing law**

These Terms and your use of the Applications are governed by the laws of the State of California, without regard to its conflict-of-law principles.

## **Dispute resolution**

The parties agree to first attempt to resolve any dispute, controversy, or claim related to these Terms (a "Dispute") through informal negotiation for at least 150 days before initiating arbitration. Any Dispute not resolved informally shall be finally and exclusively resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration

Association ("AAA"), with the AAA Consumer Rules applying where appropriate. Arbitration will take place in San Francisco County, California, or as otherwise required by law. If a Dispute proceeds in court, it shall be brought exclusively in the state or federal courts in San Francisco County, California. In no event shall a Dispute be brought more than one year after the cause of action arose.

## **Disclaimer**

THE APPLICATIONS ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOUR USE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES AS TO ACCURACY OR COMPLETENESS OF THE CONTENT OR ANY LINKED WEBSITES, AND WE ASSUME NO LIABILITY FOR: (1) ERRORS OR INACCURACIES; (2) PERSONAL INJURY OR PROPERTY DAMAGE; (3) UNAUTHORIZED ACCESS TO OUR SERVERS OR DATA; (4) INTERRUPTIONS OF TRANSMISSION; (5) BUGS, VIRUSES, OR TROJAN HORSES TRANSMITTED BY THIRD PARTIES; OR (6) ERRORS OR OMISSIONS IN ANY CONTENT OR LOSS OR DAMAGE ARISING FROM USE.

## **Limitations of liability**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT OR LOSS OF DATA, ARISING FROM YOUR USE OF ANY APPLICATION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY. OUR LIABILITY SHALL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE ONE-MONTH PERIOD PRIOR TO THE CAUSE OF ACTION.

## **Indemnification**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, officers, agents, partners, and employees, from any loss, damage, liability, claim, or demand, including reasonable attorneys' fees, made by any third party arising out of: (1) your Contributions; (2) your use of an Application; (3) your breach of these Terms; (4) any breach of your representations; (5) your violation of third-party rights; or (6) any overt harmful act toward another user.

## **Electronic communications**

Using an Application, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and agree that agreements, notices, disclosures, and other communications we provide electronically satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, and records.

## **California users**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

## **Miscellaneous**

These Terms and any policies posted by us constitute the entire agreement between you and us. Our failure to enforce any right shall not be a waiver. We may assign our rights and obligations at any time. If any provision is unlawful, void, or unenforceable, that provision is severable and does not affect the remaining provisions. No joint venture, partnership, employment, or agency relationship is created between you and us by these Terms.

## **Contact us**

For questions about these Terms or to resolve a complaint, contact us at [terms@bigballi.com](mailto:terms@bigballi.com).

BigBalli Consulting