

RECEIVED
FEDERAL ELECTION COMMISSION
OCTOBER 29, 2020 6:00 AM
OFFICE OF GENERAL COUNSEL

Daniel Marrs

Tulsa, OK 74133

MUR 7849

October 27, 2020

Office of General Counsel
Federal Election Commission
1050 First Street, NE
Washington, DC 20463

re: Illegal contributions in kind by Expensify, Inc. and its CEO, David Barrett

Dear Sir or Madam:

On Friday, October 23, 2020, roughly 9,999,999 other people and I received an email from Mr. Barrett, stating specifically that we should "show up on November 3 and vote for Biden." This was one of the less bombastic comments, but perhaps the one that most clearly shows the clear intention of the email from Expensify, Inc. I have attached a copy of that email to this complaint letter, marked Exhibit 1.

I decided to examine Expensify's Privacy Policy. At no point does the policy allow Expensify, Inc. to use private, personal information such as email addresses for political solicitations. I have attached a copy of Expensify, Inc.'s privacy policy, marked Exhibit 2. This can also be found online at use/expensify.com/privacy.

As a consumer concerned with the sanctity of my personal information, this concerned me because my personal information has value. By using the value of my protected information, Expensify, Inc. made a *de facto* contribution to the Biden campaign on my behalf. Worse, Expensify, Inc. itself chose to donate the value of the private personal information of millions of people as an in-kind contribution to the Biden campaign.

In the "PPPS" of the email, Expensify, Inc. and Mr. Barrett acknowledge that the email was sent to "...millions of customers." The general consensus is that approximately 10 million customers received the email. Some of the sources of this information include CBS News (<https://www.cbsnews.com/news/expensify-ceo-david-barrett-emails-customers-vote-biden/>), Bloomberg (<https://www.bloomberg.com/news/articles/2020-10-23/expensify-biden-email-goes-out-to-10-million-customers>), The New York Post (<https://nypost.com/2020/10/23/expensify-sends-mass-email-urging-users-to-vote-for-biden/>) and multiple other reputable news sources. Anecdotally, LinkedIn is full of comments regarding the emails.

I got to wondering what the approximate value of an email address could be, or more precisely, what the value of 10,000,000 email addresses would be. Doing my research, I realized that although there is not a single answer to this question, the email addresses used by Expensify, Inc. to send the political solicitation would need to be valued at the high end of any pricing scale.

- These are used for expense reimbursement so accuracy rates are extremely high
- To facilitate reimbursement, even the most protective users submit their emails, which they may not do for other sites
- The sender typically has "Always Allow" status with regard to spam filters
- The fact that the email comes from Expensify, Inc. would automatically result in a huge email opening percentage and almost none dispatched to trash
- The addresses are typically business addresses, not readily available in bulk

Although not an exact parallel to this situation, a blog at Jilt.com underscores the increase to value of the characteristics mentioned: active addresses to recipients who will open the email. <https://jilt.com/blog/calculate-value-email-subscriber/>

Referring to purchasing commercially available lists, a blog at ActiveCampaign estimates \$600 to \$1000 per mille (i.e., \$1.00 per name at the high end). URL is <https://www.activecampaign.com/blog/how-much-do-email-marketing-lists-cost>

An article by American Express gave an estimate of up to \$10 per address, based on the cost associated with email address acquisition. See the URL below. The tactics referred to as influencing business costs of acquisition are the same tactics used by political campaigns. If this measure is used, which is a highly plausible valuation methodology, the in-kind contribution by Expensify, Inc. to the Biden campaign should be valued at \$100,000,000. <https://www.americanexpress.com/en-us/business/trends-and-insights/articles/whats-your-email-list-worth-in-actual-dollars/>

I'm not an attorney or accountant. I've never run for political office. I don't have first-hand experience with campaign finance laws. But as a regular, ordinary citizen, this appears to be a deliberate, egregious, flagrant violation of campaign finance laws. It totally disregards respect, privacy and regard for the rule of law. I urge you to take swift and decisive action against Expensify, Inc. and its founder and CEO, Mr. Barrett.

Sincerely,



Daniel M. Marrs

Copy sent electronically to EnfComplaint@fec.gov on 10/28/2020.

Two attachments: Printout of email and Expensify, Inc. Privacy Policy. On electronic submission, first attachment is in the same file as this complaint. Second file is separate attachment.

Email address partially redacted to protect my employer, which has *no involvement* in this matter. Details on request.

Complainant affirms this complaint to be true and correct under penalty of perjury.



Jade Jackson 10/28/2020

EXHIBIT 1
- 3 PAGES -

Daniel Marrs

From: David Barrett <davidb@expensify.com>
Sent: Friday, October 23, 2020 3:59 AM
To: Daniel Marrs
Subject: [Expensify] Protect democracy, vote for Biden.

I know you don't want to hear this from me. And I guarantee I don't want to say it. But we are facing an unprecedented attack on the foundations of democracy itself. If you are a US citizen, **anything less than a vote for Biden is a vote against democracy.**

That's right, I'm saying a vote for Trump, a vote for a third-party candidate, or simply not voting at all -- they're all the same, and they all mean:

"I care more about my favorite issue than democracy. I believe Trump winning is more important than democracy. I am comfortable standing aside and allowing democracy to be methodically dismantled, in plain sight."

If the polls are accurate, there's a roughly 50% chance that you agree Trump needs to go. You know what to do: **show up on November 3rd and vote for Biden.** Or even better, don't wait until then: vote today. Go to [Vote.org](https://www.vote.org) if you need help figuring out how.

The rest of this email is intended to address the concerns of those who disagree, and I'll try to take the most likely questions in turn:

Q: Why do you care so much about democracy?

Democracy is core to our business success, in a variety of ways. Internally, we are a famously "flat" organization -- nobody reports to anyone else, and advancement is the result of meeting well defined criteria as judged by the vote of those who have already advanced. How we compensate each other is left up to a team vote as well. Even our external business model depends on individual employees "electing" to adopt Expensify as individuals, and then "campaigning" internally to get it adopted companywide. At every layer, democracy is our core competitive advantage -- both as a company, and as a nation. But that advantage is only as strong as the clarity of our rules and the fairness of their application. Any attempt to disrupt the rules or apply them unfairly is a direct threat to the strength of our company, and the strength of our nation.

Q: What gives you the right to tell me what to do?

The first amendment. To be clear, you don't need to listen. But the first amendment exists to encourage people like you and me to find some way to talk about the issues that matter, set aside our differences, and find a common ground on which to collectively govern 331 million citizens. Yes democratic self-rule can be inconvenient. But a burden of democracy is that this is literally our job, so I'm asking all of us to take it seriously.

Q: But you're a company, shouldn't you remain neutral?

Expensify depends on a functioning society and economy; not many expense reports get filed during a civil war. As CEO of this business, it's my job to plot a course through any storm -- and all evidence suggests that another 4 (or as Trump has hinted -- 8, or more?) years of Trump leadership will damage our democracy to such an extent, I'm obligated on behalf of shareholders to take any action I can to avoid it. I am confident our democracy (and Expensify) can survive a Biden presidency. I can't say the same about Trump. It's truly as simple as that.

Q: Don't you think you're... exaggerating a bit?

I truly wish I was. I wouldn't be sending this email if this election were just about "normal issues" -- taxes, legislative priorities, healthcare, etc. But it isn't. This election is a referendum on what limits, if any, we place on our elected leaders to govern us in a fair and representative way. **This election will decide if widespread voter suppression is an acceptable governing tactic.**

Q: Doesn't everyone suppress votes?

Not like Trump. This is the most heavily litigated election in history, with over 300 lawsuits rushing through the courts before election day. And in every case, Biden is pushing to enable voters while Trump is pushing to suppress them. The trend couldn't be more clear: Biden wants democracy, Trump does not. **A vote for Trump is to endorse voter suppression, it really is very basic.** This isn't about party politics: if Biden were advocating for half of the voter suppression that Trump is actively doing, then I'd be fighting against Biden, too. This is bigger than politics as usual: this is about the very foundation of our nation.

Q: Isn't Trump just trying to prevent voter fraud?

Voter fraud is virtually nonexistent, as overwhelmingly shown by data showcased by the White House itself. That data comes from the Heritage Foundation, a conservative think tank counting every single known case of voter fraud since 1948, which adds up to only 1,290 distinct votes over 78 years. In 2016 alone there were 138 million votes. There is just no credible argument that voter fraud is significant, even based on Trump's own data.

Q: Isn't Biden just using more widespread voting to get elected?

Absolutely. This is the heart of the issue. Biden believes that enabling more people to vote will help him win. Biden wins by promoting democracy; Trump wins by suppressing it. **A vote for Biden is a vote for democracy.**

Q: So what if Trump gets elected by voter suppression, all's fair right?

Well that's what we're going to decide, on November 3rd. Do you want your elected official to win based on the merits of their ideas? Or based on the ruthlessness of their voter suppression? And if you're ok with "just a little suppression" -- where do you draw the line?

Q: Why send me this when the polls say Biden is going to win?

The polls said Trump was going to lose last time, and he didn't. But even if the polls can be trusted, that might still not be enough. Trump has stated repeatedly he will only honor an election that he personally feels is fair. So much depending on his personal judgement is worrying, because he has rejected the overwhelming expert consensus that voter fraud has been negligible historically, and has also said he believes it would be impossible to lose a fair election. Accordingly, the only way to ensure a peaceful transition of power is to ensure this election is an overwhelming, undeniable landslide in favor of Biden. Any excuse to question the election is an opportunity for Trump to refuse to leave the White House, plunging this country into a Constitutional crisis bordering on civil war. No matter how slight that risk might be, the consequences of it happening would be so catastrophic to society and the economy, we need to do all we can to prevent it.

So one final plea. As a fellow citizen, I fully support and respect your Constitutional right to disagree -- and as an avid supporter of democracy, I value that disagreement. Constructive, well-informed debate (hopefully using the most accurate, least biased news source available) is what makes this nation so exceptional.

But the Constitution is only as strong as the respect we give it. I'm asking you to cherish it close to your heart, and demand that those you elect do the same.

-david
Founder and CEO of Expensify

PS: Agree or disagree? Reply to this email to share your thoughts with Concierge, or hit me up on Twitter [@dbarrett](#) to discuss!

PPS: Want to do even more? Support the [National Popular Vote](#) to make every vote count equally toward the presidential election, even if you aren't in one of the 12 states deciding this election.

PPPS: Are you annoyed that you received this as a non-US citizen? If you're lucky enough to live in a democracy, then I'd encourage you to protect it and be willing to do uncomfortable things -- like emailing millions of customers -- to defend it.

Sent by: Expensify, Inc. - 548 Market St #61434 - San Francisco, CA 94103

To unsubscribe, please click [here](#)

Privacy Policy

In This Section

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Last Updated: May 21, 2020

EXPENSIFY PRIVACY POLICY

At Expensify, Inc. (“Expensify”, “we”, “us”, or “our” which include our group and affiliated companies), our most important asset is our relationship with our user community. We are committed to maintaining the confidentiality, integrity and security of information about our users and their organizations. This privacy policy (“Privacy Policy” or “Policy”) describes how we collect, use, disclose, share and secure the personal and company information you provide when you use our expense management, invoicing or bill processing software, through our mobile application (the “Application”) or visit the Expensify websites www.expensify.com and www.use.expensify.com (collectively, the “Site” and, together with any related software, tools and services provided in connection with the Application or the Site, the “Expensify Service”). It also describes your choices regarding the use, access and correction of your Personal Data (as defined in section 3 of this Privacy Policy) and how to contact us if you have any further queries or complaints about our management of your personal information.

In this Privacy Policy, “you” and “your” refers to individual users of the Expensify Service, as well as to Members and Corporate Members. “Members,” “Corporate Members,” and other capitalized terms not defined in this privacy policy are defined in the [Expensify Terms of Service](#).

Please review the Jurisdiction-specific provisions below for more information if you are visiting from Europe, Australia, California, or Nevada.

This Privacy Policy is incorporated into, and considered a part of, the [Expensify Terms of Service](#).

1. MEMBER ACKNOWLEDGMENT

By submitting or making available Personal Data (as defined below) through our Site, the Expensify Software or the Expensify Service, you confirm that you have read and acknowledged the terms of this Privacy Policy and you understand our practices around the collection, storage, use and disclosure of your Personal Data in accordance with this Privacy Policy.

2. A NOTE ABOUT CHILDREN

We do not intentionally gather Personal Data about individuals who are under the age of 18. If you become aware that we inadvertently hold or have access to Personal Data about anyone under 18, please let us know so we can delete it.

3. TYPES OF PERSONAL DATA WE COLLECT AND HOW IT IS COLLECTED

Personal information or “Personal Data”, means any information about an individual from which that person can be identified. It does not include data where the identity has been rendered anonymous in such a way that the individual is no longer identifiable. If you are accessing the Expensify Service from Australia, “Personal Data” also includes any information or opinion, whether true or not and whether recorded in material form or not, by which you may be reasonably identifiable. Expensify will not use your Personal Data except as set forth in this Privacy Policy and in the Terms of Service.

We may collect (both directly and indirectly), use, store and transfer different kinds of personal data about you. For specific details about how Expensify does this with cookies, identifiers and other tracking technologies please review the Expensify Cookie Policy below. The categories of Personal Data we collect, use, store and transfer have been grouped together as follows:

- Registration Data when you purchase or register for our Services or sign up for our Corporate Card Program or create an Expensify account, we collect directly from you (or for certain corporate accounts, from your employers) Personal Data, including your name, date of birth, billing and mailing address, email, professional title, company name, phone numbers, credit card, other payment information, and password. In addition, we (or our third-party credit card or payment processor on our behalf) will collect Personal Data including your credit card number or account information when you upgrade to a paid account.

- Transaction Data that Allows Us to Provide our Services to You. This includes financial information, such as bank account, payment card and other payment account, contact information (billing and mailing address, email address, and phone numbers), expense data, receipts, transaction data imported from third party financial service companies, and other details about reimbursements and payments to and from you and other details of products and services you have purchased from us. If you participate in the Corporate Karma Program and/or Personal Karma Program (each subject to the [Karma Program Terms](#)), we may collect Personal Data including your name, contact information, and donation amount(s) and share this information with Expensify.org, a California nonprofit public benefit corporation and a charitable affiliate of Expensify. Visit [Expensify.org](#) for more details. We collect your location-based information for the purpose of mileage tracking and providing location specific features. We may share your geo-location data with third parties for the sole purpose of providing these services. If you do not wish to allow us to share your information in this manner please opt out by contacting us at conciierge@expensify.com.
- Technical Data. The Expensify Service (which may be hosted by a third-party service provider) collects Personal Data from you, such as browser type, your approximate geographic location of your mobile device or computer (from your Internet Protocol (IP) address), operating system and version, Internet Protocol (IP) address, domain name, information about your application, operating environment and hardware profiles and/or a date/time stamp for your visit. We may also use Identifiers (as defined below) and navigational data like Uniform Resource Locators (URL) to gather information regarding the date and time of your visit and/or access to the Expensify Service and your activity on the Site and the Application. Like most internet services, we automatically gather this Personal Data and store it in log files each time you visit the Site, use the Application or access your account on our network. We use mobile analytics software to allow us to better understand the functionality of our Mobile Software on your phone. This software may record information such as how often you use the Application, the events that occur within the Application, aggregated usage, performance data, and where the Application was downloaded from. We do not link the information we store within the analytics software to any personally identifiable information you submit within the mobile Application.
- Information about your Interactions with Expensify. We collect information about your interactions with Expensify, which may include your use of our

products, services, websites or apps, including information collected using Cookies and other technologies. It may also include communications with us, such as if you contact our customer service centers, including recording calls for quality and training purposes. This may also include data about your participation in promotions or programs. This may also include data about how you exercise rights or preferences regarding your data. We also retain information on your behalf, such as the Personal Data described above and any correspondence. If you provide us feedback or contact us via email, we will collect your name and email address, IP address, as well as any other content included in the email, in order to send you a reply, and any information that you submit to us, such as a resume. If we conduct a survey in which you participate, we may collect additional profile information. We may also collect Personal Data at other instances in the Site or Application user experience where we state that Personal Data is being collected.

- **Marketing and Communications Data.** Information collected regarding marketing, promotions and communicating new features.
- **Other Self-Reported Information.** You have the option to provide us with additional information about yourself and others through surveys, forms, features and applications. Where such information is not required, you consent to the collection, storage, use and disclosure of such Personal Data in accordance with this Privacy Policy
- **User Content.** Some of our Services allow you to create and post or upload content, such as data, text, software, music, audio, photographs, graphics, video, messages, or other materials that you create or provide to us through either a public or private transmission. For example, User Content includes any discussions, posts, or messages you send on our Forums. Our Site offers publicly accessible blogs or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request removal of your Personal Data from our blog or community forum, contact us at concierge@expensify.com. In some cases, we may not be able to remove your Personal Data, in which case we will let you know if we are unable to do so and why.
- **Referral Information and Sharing.** When you refer a person to Expensify, we will ask for that person's name, phone number and/or email address and collect this information directly from you. By participating in a referral program or by choosing to share information with another person, you confirm that the person has given you permission for Expensify to communicate with him or her. If you choose to use our referral service to

tell a friend about Expensify, or if, as a Corporate Administrator, you refer an employee or other authorized service provider to connect with your Corporate Policy (each such individual, a “Referred Party”), you must seek permission of the Referred Party so that Expensify may use their name, phone number and/or email address to contact them about the Expensify Service. By providing us with the Referred Party’s name and email address, you warrant that the Referred Party agrees to such contact. We will automatically send your friend a one-time email inviting him or her to visit the site. If you were referred by a friend or a Corporate Administrator, and you activate an Account, you hereby agree that Expensify may use such Personal Data as if you had directly provided it to Expensify, which such Personal Data will be governed by this Privacy Policy. If your friend is a resident of the European Economic Area, the United Kingdom or Australia, please make sure they are happy to be contacted by us.

- **Social Media Features and Widgets.** Our Site includes Social Media Features, such as the Facebook “Like” button and Widgets, (“Features”). These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. They may also allow third party social media services to provide us information about you, including your name, email address, and other contact information. The information we receive is dependent upon your privacy settings with the third party social media service. Features are either hosted by a third party or hosted directly on our site. Your interactions with these Features are governed by the privacy statements of the third party companies providing them. You should always review and, if necessary, adjust your privacy settings on third party websites and services before linking or connecting them to our website or Service.
- **Third Party Data:** We will collect your Personal Data from you unless it is unreasonable or impracticable to do so. However, we may collect and receive Personal Data about you from companies that distribute the Expensify Service by way of a co-branded or private-labeled website, companies that offer their products and/or services via the Expensify Service, companies affiliated with Expensify, such as Expensify.org, or companies that provide services (such as payment processing services) in connection with the Expensify Service, including without limitation Issuers and Card Networks (as such terms are defined in the [Corporate Card Program Terms](#)) (collectively, “Partner Companies”). Our Partner Companies may supply us with Personal Data, such as your name and email and mailing address information or your login credentials for such Partner Company’s website or service, in order to help us establish the

account or fulfil orders. We may also collect your Personal Data from public sources. We may add this information to the information we have already collected from you via our Site or Application in order to perform and improve the Expensify Service. If you provide us Personal Data about others, or if others give us your information, we will only use that information for the specific reason for which it was provided to us.

We also collect, use and share “Aggregated Data” such as statistical or demographic data for any purpose. Aggregated Data information is information that has been anonymized and combined with that of other users and analyzed or evaluated as a whole, such that no specific individual may be reasonably identified. We may use Aggregated Data for any purpose, including without limitation for research and marketing purposes, and may also share such data with any third parties, including advertisers, promotional partners, sponsors, event promoters, and/or others.

We do not collect any “Special Categories of Personal Data” about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data) nor do we collect any information about criminal convictions and offences.

4. THIRD PARTY LINKS

This Privacy Policy applies only to the use and disclosure of Personal Data that we collect while you use the Expensify Service. Our provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other website or location or its contents. When you click on such a link, you will leave the Expensify Service and go to another site. During this process, a third party may collect Personal Data from you. We have no control over, do not review, do not endorse, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or content, or to any collection of data after you click on a link to a third party. If you submit Personal Data to any of those sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any website you visit.

5. EXPENSIFY COOKIE POLICY AND USE OF TRACKING TECHNOLOGIES

When you interact with the Site or the Application, we try to make that experience simple and useful. We and our partners use industry standard identifiers, such as cookies or other similar technologies. We will generally refer to cookies, web

beacons, flash cookies, and pixels collectively as “cookies”, “tracking technology” or “identifiers” in this policy. By using our Services, you are agreeing that we can use cookies and other tracking technologies described in this Cookie Policy.

A. What are cookies and how long are they stored?

Cookies are small pieces of information which are issued to your computer or mobile device (as the case may be) when you visit a website or access or use a mobile application and which store and sometimes track information about your use of the Site or Application (as the case may be). A number of cookies we use last only for the duration of your web or Application session and expire when you close your browser or exit the Application (known as “session cookies”). Other cookies are used to remember you when you return to the Site or Application and will last for longer (known as persistent cookies). A persistent cookie lasts until you or your browser deletes the cookies or they expire.

Cookies set by us are called “first party cookies”, while cookies set by parties other than Expensify are called “third party cookies”. The parties that set third party cookies can recognize your device, both when you use the Services and when you use other websites or mobile apps. You should check the third party’s website for more information about how they use cookies and other tracking technologies. Both first party and third party cookies can serve a number of different functions, such as analytics, marketing and advertising.

B. What other similar tracking technologies does Expensify use?

- **Web Beacons:** In addition to cookies, web beacons may be set by us or third parties in respect of your use of the Site or Application. Web beacons are small image files within the content of the Site or Application for analytics purposes so we or third parties can understand which parts of the Site or Application are visited and which functions of the Site or Application are used and whether particular content is of interest.
- **Flash cookies:** We may also use so-called “flash cookies” (also known as “Local Shared Objects” or “LSOs”) to collect and store information about your use of our Services.
- **Mobile Device Identifiers:** We also use mobile device identifiers which perform a similar role, like the IDFA used by Apple devices and the UDID used by Android devices.

C. How do we use cookies?

We use cookies to provide our Site, gather information about your usage patterns when you navigate the Sites in order to enhance your personalized experience,

and to understand usage patterns to improve our Sites, products, and services. We also allow certain third parties to place cookies on our Site in order to collect information about your online activities on our Sites over time and across different websites you visit. This information is used to provide advertising tailored to your interests on websites you visit, also known as interest based advertising, and to analyze the effectiveness of such advertising.

Usage information may be linked to your account in order to assist Expensify to provide services to your account, for example analyzing data for the purposes of trouble shooting. Expensify will not sell or disclose usage data to any third party unless such usage data has been aggregated or de-identified and is no longer capable of identifying you as an individual.

Cookies on our Sites are generally divided into the following categories:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our website or provide necessary functions relating to the services you request. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
- **Analytical or performance cookies.** These allow us to recognize and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily. These cookies also allow us to collect statistical information about how you use the Site or App (including how long you spend on the Site or Application) and where you have come to the Site or Application from, so that we can improve the Site and learn which parts of the Site and which functions of the Application are most popular with users.
- **Functionality cookies.** These cookies enable helpful but non-essential website functions that improve your website experience. By recognizing you when you return to our website, they may, for example, allow us to personalize our content for you, greet you by name, or remember your preferences (for example, your choice of language or region). This also enables us to customize elements of the promotional layout and/or content of the pages of the Site or Application. We also use functional social media plug ins, such as the Facebook “Like” button and Widgets, such as the “Share this” button or interactive mini-programs that run on our site.

These Features may collect your IP address, which page you are visiting on our Site, and may set an Identifier to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our Site. Your interactions with these Features are governed by the Privacy Policy of the company providing it.

- Targeting cookies. These cookies enable different advertising related functions. They may allow us to record information about your visit to our website, such as pages visited, links followed, and videos viewed so we can make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

D. How we use third party social plugins.

Expensify may use social plugins provided and operated by third parties, such as a Facebook “share” button. As a result of this, you may send to the third-party information that you are viewing on a certain part of the Expensify Services. If you share your Expensify Services information with a third party, then the third party may be able to link information or actions about your interactions with the Services to your account with them. Please refer to the third party’s privacy policies to learn more about its data practices.

E. How we use location information.

Providing useful, meaningful experiences is a priority to Expensify, and location information plays an important role in doing just that. We collect your location-based information for the purpose of mileage tracking and providing location specific features. We may share your geo-location data with third parties for the sole purpose of providing these services. If you do not wish to allow us to share your information in this manner please opt out by contacting us at conciierge@expensify.com.

You may opt-out of location based services at any time by editing the setting at the device level or by emailing us at conciierge@expensify.com.

F. Your Choices

Cookies

Most web and mobile device browsers automatically accept cookies but, if you prefer, you can change your browser to prevent that or to notify you each time a cookie is set. Here are links to information from some of the larger browsers about how you can control your browser cookies: [Chrome](#), [Firefox](#), [Safari](#), [Internet Explorer](#). Visit the [All About Cookies.org](#) to learn more cookies and how to block cookies using different types of browser or mobile device. Please note, however, that by blocking or deleting cookies used on the Site or Application, you may not be able to take full advantage of the Expensify Service.

Behavioral Advertising

We may partner with a third party to either display advertising on our Site or Application or to manage our advertising on other sites. Our third-party partner may use technologies such as cookies to gather information about your activities on this website and other sites in order to provide you advertising based upon your browsing activities and interests. If you wish to opt -out of interest-based advertising [click here](#) (or if located in the European Union [click here](#)). Please note you will continue to receive generic ads.

If you would like more information about cookies and targeted advertisements or to opt out of having this information used by companies that are part of the Network Advertising Initiative, please [click here](#) or the Digital Advertising Alliance, please [click here](#).

Analytics

We and our affiliates (including but not limited to Google Analytics) may use Identifiers and similar tracking technologies to monitor performance and usage on the site for internal analytics and performance monitoring. These Identifiers and similar tracking technologies are used to help the Site collect and store information regarding your visit, such as session state and authentication tokens. Users can control the use of cookies at the individual browser level but if you choose to disable cookies, it may limit your use of certain features or functions provided through the Expensify Service. To manage Flash cookies, please [click here](#).

To opt out of Google Analytics you can [download a Browser Add-On](#).

The use of Identifiers by our affiliates is not covered by our Privacy Policy. We do not have access or control over these cookies.

We use mobile analytics software to allow us to better understand the functionality of our Mobile Software on your phone. This software may record information such as how often you use the Application, the events that occur within the Application, aggregated usage, performance data, and where the Application was downloaded from. We do not link the information we store within the analytics software to any personally identifiable information you submit within the mobile Application.

G. Do Not Track Statement

Some browsers have a “do not track” feature that allows you to tell websites that you do not want to have your online activities tracked. At this time, due to a lack of industry standards, we do not respond to browser “do not track” signals.

6. USE OF YOUR PERSONAL DATA

Expensify and our Partner Companies may use your Personal Data in the following ways:

- to facilitate the creation of and secure your account on our network;
- identify you as a Member in our system;
- to provide improved administration of the Expensify Service;
- to improve the quality of experience when you interact with the Expensify Service, including staff training;
- to send you a welcome email to verify ownership of the email address provided when your account was created;
- to send you administrative email notifications, such as security or support and maintenance advisories;
- to collect fees and payments owing to us;
- to respond to your inquiries related to employment opportunities or other requests and to resolve disputes;
- to provide you with access to and information about customized features, new functionality, and partner integrations;
- to send with your consent (or where a friend has referred you to us) promotional communications;
- to provide you with hardcopy or electronic newsletters, or surveys;
- to send with your consent (or where a friend has referred you to us) upgrades and special offers related to the Expensify Service and for other marketing purposes of Expensify or our Partner Companies;
- to make telephone calls to you, from time to time, as a part of secondary fraud protection or to solicit your feedback;
- to verify your identity as part of compliance with requirements of with Partner Companies or applicable regulations; and
- to compare information provided by you for accuracy and verification with third parties.

From time to time, we may also use your Personal Data to send important notices to you, such as communications about purchases you have made, or changes to our terms and conditions or other policies. This information is important to your interactions with us, and you acknowledge that if you opt out of receiving these

communications, where permitted by applicable law, Expensify reserves its right to discontinue its services to you.

If you provide feedback on the Expensify Service, we may use such feedback for any purpose, provided we will not associate such feedback with your Personal Data. Expensify will collect and store any information contained in such communication and will treat the Personal Data in such communication in accordance with this Privacy Policy.

Any information, including Personal Data, which you elect to make publicly available on the Expensify Service will be available to other Members or the public. If you remove information that you have made public on the Expensify Service, copies may remain viewable in cached and archived pages of the Expensify Service, or if other Members have copied or saved that information.

In some cases we collect information provided by our Corporate Members, and in such cases, we have no direct relationship with the individuals whose Personal Data we process. If you believe your Personal Data has been collected by us in such circumstances, and would no longer like to be contacted as an employee or customer of one of our Corporate Members, please contact that Corporate Member directly in order to request your removal.

We may send you push notifications from time-to-time in order to update you about any events or promotions that we may be running. If you no longer wish to receive these types of communications, you turn them off at the device level. To ensure you receive proper notifications, we will need to collect certain information about your device such as operating system and user identification information.

7. DISCLOSURE OF YOUR PERSONAL DATA

We may share your Personal Data with Partner Companies to provide technical support or to provide specific services, such as hosting of your applications, maintenance services, database management or payment processing for purchases, reimbursements or other payments (including but not limited to PayPal and the Bancorp), and with your consent, to register you for participation in the Corporate Card Program. Partner Companies will have access to your Personal Data only to perform these services on our behalf and are obligated not to disclose or use it for any other purpose. They may be located, or their data processing activities may take place, in the United States of America or elsewhere

outside the European Economic Area (EEA). The US and other non-EEA countries do not have similar data protection laws to the European Union, and you should be aware in particular that the law and practice in the United States in respect of law enforcement authority access to data is significantly different from Europe.

Any subsidiaries, joint ventures, or other companies under common control with us (collectively, "Related Entities"), may share some or all of your Personal Data, in which case we will require our Related Entities to honor this Privacy Policy and your Personal Data will only be used for the purposes set out in this Privacy Policy.

Expensify may sell/divest/transfer the company (including any shares in the company), or any combination of its products, services, assets and/or businesses. Personal Data may be among the items sold or otherwise transferred in these types of transactions, you will be notified via email and/or a prominent notice on our Site of any change in ownership or uses of your Personal Data. We may also sell, assign or otherwise transfer such information in the course of corporate divestitures, mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of the company.

In certain situations, Expensify may be required to disclose Personal Data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. Regardless of any choices you make regarding your Personal Data (if applicable), Expensify may disclose Personal Data if it believes in good faith that such disclosure is necessary to (a) comply with relevant laws or to respond to subpoenas or warrants or lawful requests from government authorities served on Expensify; or (b) protect or defend the rights, reputation or property of Expensify or users of the Expensify Service.

Except as otherwise stated in this policy and our Terms of Service, we do not sell, trade, share, or rent the Personal Data collected from the Expensify Service to third parties.

We may aggregate, de-identify and anonymize any information collected through the Expensify Service so that such information is no longer Personal Data. We may use and share such aggregated and anonymized information solely for marketing purposes or distribution to third party research firms.

Service Provider, Sub-Processors/Onward Transfer

Expensify may transfer Personal Data to companies that help us provide the Expensify Service and related programs. Transfers to subsequent third parties are covered by the provisions in this Policy regarding notice and choice and the service agreements with our Clients.

Sharing with Corporate Members

When a Member connects to a Corporate Policy, such Member understands and agrees that the Corporate Member has access and a right to the Member Data related to transactions associated with the Corporate Policy (including any Personal Data) for its internal bookkeeping purposes. A Corporate Member will maintain the following information when you connect with a Corporate Policy: full name, email, phone number, and expense data. Please contact the Corporate Member directly for more information about what Personal Data the Corporate Member maintains.

8. CHOICE/OPT-OUT

Expensify offers you the choice of receiving different types of communication and information related to our company, products and services. You may subscribe to e-newsletters or other publications; you may also elect to receive marketing communications and other special offers from us via email. If at any time you would like to change your communication preferences, we provide unsubscribe links and an opt-out mechanism for your convenience. You may also access and manage your preferences from your account.

9. PERSONAL DATA CHANGES

If you believe that the Personal Data we hold about you may not be complete, accurate and up-to-date, you may change aspects of any of your Personal Data in your account by editing your profile within the registration portion of the Site. You may request deletion of your account information by us, but please note that we may be permitted or required (by law or otherwise) to keep this information and not delete or change it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). If you request deletion, subject to our rights to retain the Personal Data as set out in this Privacy Policy and the rights of any Corporate Member to retain the Personal Data as set forth below, we will respond to your request within 1 month. We will retain your information for as long as your account is active or as needed to provide you services. We will retain and use your information as

necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Access to Data Controlled by our Corporate Members

You have the right to access your Personal Data subject to any exceptions which may apply in the jurisdiction in which you reside. If you have connected to a Corporate Policy and shared your Personal Data with the Corporate Member administering such Corporate Policy, you acknowledge that some Personal Data shared with a Corporate Member may not be able to be deleted as it pertains to their records. Upon request, we will provide you with information about whether any of your Personal Data is shared with a Corporate Member administering a connected Corporate Policy.

Data Retention

Expensify will retain data licensed to our Corporate Members as set forth in the Expensify Terms of Service for as long as needed to provide services to our Corporate Member. Expensify will retain and use this information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We ensure that Personal Data we dispose of is de-identified or destroyed in a secure fashion.

Blog / Forum

Our Site offers publicly accessible blogs or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request removal of your Personal Data from our blog or community forum, contact us at conciierge@expensify.com. In some cases, we may not be able to remove your Personal Data, in which case we will let you know if we are unable to do so and why.

10. SECURITY OF YOUR APPLICATION AND PERSONAL DATA

Expensify is committed to protecting the security of your Personal Data. We use a variety of industry-standard security technologies and procedures to help protect your Personal Data from unauthorized access, use, or disclosure. When you enter sensitive information (such as a credit card number) on our order forms, we encrypt the transmission of that information using secure socket layer technology (SSL). We also require you to enter a password to access your account information. Please do not disclose your account password to unauthorized people. Despite these measures, you should know that Expensify cannot fully eliminate security risks associated with Personal Data. If you have any questions about the security of your Personal Data, you can contact us at conciierge@expensify.com.

11. CONTACT INFORMATION

If you have any comments, questions or complaints about this Privacy Policy or if you feel that we have breached our obligations in the handling, use or disclosure of your Personal Data, feel free to email comments or questions to us at conciierge@expensify.com or 401 SW 5th Ave, Portland, OR 97204.

If you have general enquiry type questions, you can choose to do this anonymously or use a pseudonym. However, if you require information which is specific to your circumstances then it may not be possible for you to deal with us anonymously or by pseudonym. You acknowledge and agree that when contacting Expensify, whether by email, chat, or otherwise, you will not include any personally identifiable information in your communications, and that if such information is included in your communications with Expensify, Expensify will have no legal obligation or liability with regard to such information.

12. CHANGES TO THIS PRIVACY POLICY

If Expensify makes changes to this Privacy Policy, these changes will be posted on the Site and Application in a timely manner. Expensify reserves the right to modify this Privacy Policy at any time, so please review it frequently. You acknowledge that the updated policy will apply to the collection, storage, use or disclosure of Personal Data from the date of publication and it is your responsibility to check the Site and Application regularly for updates. You can determine when this Privacy Policy was last revised by referring to the "Last Updated" legend at the top of this page. Any changes to this Privacy Policy will become effective upon our posting of the revised Privacy Policy on the Site and Application. If we make any material changes, we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this Site prior to the change becoming effective. Use of the Expensify Service following such changes constitutes your acceptance of the revised Privacy Policy then in effect. We encourage you to periodically review this page for the latest information on our privacy practices.

13. OVERSEAS DISCLOSURE

Expensify is based in the United States, and, unless we expressly agree otherwise, we may host, transfer, and process data, including Personal Data, in the United States and in other countries through Expensify and third parties that we use to operate and manage the Service. These countries may have data protection laws that are different from those of your country of residence. When you access or use the Service, or otherwise provide information to us, you understand and acknowledge that the processing and transfer of information in and to the United States and other countries which may have different privacy laws from your or their country of residence. Expensify takes appropriate measures to ensure such

transfers are in compliance with applicable laws and subject to the additional jurisdictional terms set forth in section 15(A) and 15(D) below.

14. DATA RETENTION

Other than in aggregated, anonymized form as permitted under the Expensify Terms of Service, and except as required by applicable law, we will delete or otherwise destroy your Personal Data as soon as practicably possible following your termination or cancellation of your use of the Expensify Service.

15. JURISDICTION-SPECIFIC PROVISIONS

A. Additional Disclosures for Data Subjects in the European Economic Area (EEA) and Switzerland

I. Participation in the Privacy Shield

Expensify, Inc. and its subsidiary company, Expensify Ltd. complies with the EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield Frameworks (Privacy Shield) as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data transferred from the European Union and the United Kingdom and Switzerland to the United States in reliance on Privacy Shield. Expensify, Inc. and its subsidiary company, Expensify Ltd. has certified to the Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. Visit the [Privacy Shield website](#) to learn more about the program and view our certification.

Application of the Privacy Shield Framework and Privacy Shield Principles

The Privacy Shield Framework and Privacy Shield Principles set out above only apply to Members and Corporate Members located in the EU. Accordingly, Expensify, Inc. is not liable under the Privacy Shield Framework and Privacy Shield Principles to Members or Corporate Members located outside the EU.

II. Our Relationship with You

Expensify is made up of different legal entities, Expensify Inc., the parent company, and Expensify Ltd., a subsidiary. This Privacy Policy is issued on behalf of the Expensify Group so when we mention “Expensify”, “we”, “us” or “our” in this Privacy Policy, we are referring to the relevant company in the Expensify Group responsible for processing your data. Expensify, Inc. is the controller for all of your Personal Data unless explicitly otherwise identified in the applicable contracts.

We have appointed a data protection officer (DPO) who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this Privacy Policy or our privacy practices, please contact our DPO at privacy@expensify.com.

III. Legal Basis for Processing

We may process your Personal Data if you consent to the processing, to satisfy our legal obligations, if it is necessary to carry out our obligations arising from any contracts we entered with you or to take steps at your request prior to entering into a contract with you, or for our legitimate interests to protect our property, rights or safety of Expensify, our customers or others. If data processing is based on consent, note that you have the right to withdraw your consent at any time, but that the withdrawal of your consent does not affect the lawfulness of processing based on consent before its withdrawal.

IV. Your Privacy Rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data, such as:

- Access: The right to request access to the Personal Data that Expensify has about you;
- Rectification: The right to rectify or correct any Personal Data that is inaccurate or incomplete;
- Portability: The right to request a copy of your Personal Data in electronic format so that you can transmit the data to third parties, or to request that Expensify directly transfer your Personal Data to one more third parties;
- Objection: The right to object to the processing of your Personal Data for certain purposes;
- Erasure: The right to erasure of your Personal Data when it is no longer needed for the purposes for which you provided it, as well as the right to restriction of processing of your Personal Data to certain limited purposes where erasure is not possible.
- Restriction: You have the right to request that we restrict our processing of your Personal Data where you believe such data to be inaccurate; our processing is unlawful; or we no longer need to process such data for a particular purpose, but where we are not able to delete the data due to a legal or other obligation or because you do not want us to delete it.

The rights described above may not be absolute and are limited by applicable laws.

You can exercise your privacy rights by contacting us [via email at: conciierge@expensify.com](mailto:conciierge@expensify.com). We will handle your request under applicable law. When you make a request, we may verify your identity to protect your privacy and security.

International and Onward Transfers of Data

Information that our European users submit through the Expensify Service or the Site is sent to and stored on secure servers located in the United States of America and may be transferred by us to our other offices and/or to the third parties (such as our Partner Companies, as defined below), who may be situated in the United States of America or elsewhere outside the European Economic Area (EEA) and may be processed by staff operating outside the EEA. The US and other non-EEA countries do not have similar data protection laws to the European Union, and you should be aware in particular that the law and practice in the United States in respect of law enforcement authority access to data is significantly different from Europe. Where we transfer your information we will take all reasonable steps to ensure that your privacy rights continue to be protected consistent with our obligations under applicable law and the Privacy Shield Framework. By submitting information via the Site, you agree to this storing, processing and/or transfer.

For individuals located in the European Economic Area (“EEA”), United Kingdom, or Switzerland (collectively the “Designated Countries”): Where personal data are transferred to a third country or to an international organisation, Expensify implements appropriate safeguards, such as contractual obligations, relating to the transfer. Expensify likewise is responsible for the processing of Personal Data it receives, under the Privacy Shield Framework, and subsequently transfers to a third party acting as an agent on its behalf. We comply with the Privacy Shield Principles for all onward transfers of Personal Data from the EU and Switzerland, including the onward transfer liability provisions.

Complaints:

In compliance with the Privacy Shield Principles, Expensify Inc. commits to resolve complaints about our collection or use of your Personal Data. European Union individuals with inquiries or complaints regarding our Privacy Shield policy should first contact Expensify Inc. via email at: conciierge@expensify.com or via post addressed to Operations Lead, 88 Kearny Street, San Francisco, CA 94108. If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>. As further explained in the [Privacy Shield](#)

[Principles](#), a binding arbitration option also be made available to you in order to address residual complaints not resolved by any other means.

With respect to Personal Data received or transferred pursuant to the Privacy Shield Framework, we are subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, we may be required to disclose Personal Data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

You also have a right to lodge a complaint with a competent supervisory authority situated in a member state of your habitual residence, place of work, or place of alleged infringement. You can find the relevant supervisory authority name and contact details [here for individuals located in the EEA](#) and [here for individuals located in the United Kingdom](#).

B. Additional Disclosures for California Residents

These Additional Disclosures for California Residents supplements the information contained in this Privacy Policy and applies solely to all visitors, users, and others who reside in the State of California (“consumers” or “you”).

I. CCPA Disclosures

We adopt this notice to comply with the California Consumer Privacy Act of 2018 (“CCPA”) and any terms defined in the CCPA have the same meaning when used in this Notice. This Privacy Policy contains Expensify’s required notices and disclosures including its Privacy Policy for California Residents, Notice of Collection, Notice of Opt Out Rights, and Notice of Financial Incentives requirements.

This Notice does not apply to employment-related Personal Information collected from California-based employees, job applicants, contractors, or similar individuals.

Consumers who have a visual disability may be able to use a screen reader or other text-to-speech or text-to-Braille tool to review the contents of this notice.

Definitions Specific to this Section

The CCPA includes definitions for terms specific to this California Privacy Policy that do not apply to the rest of this Privacy Policy, including the following terms:

“Personal Information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal Information does not include publicly available information obtained from government records; deidentified or aggregated consumer information that cannot be reconstructed to identify you; any information covered under the Gramm-Leach-Bliley Act or the California Financial Information Privacy Act, activities covered by the Fair Credit Reporting Act, or protected health information as defined under the Health Insurance Portability and Accountability Act.

“Sale” or “sell” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s Personal Information by the business to another business or a third party for monetary or other valuable consideration.

“Service Provider” means a sole proprietorship, partnership, limited liability company, corporation, association, or other legal entity that is organized or operated for the profit or financial benefit of its shareholders or other owners, that processes information on behalf of a business and to which the business discloses a consumer’s Personal Information for a business purpose pursuant to a written contract.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their Personal Information. This section describes your CCPA rights and explains how to exercise those rights.

Personal Information of Minors

The Expensify Service is not intended for children or minors under the age of 18 years old without express consent or authorization from a parent or a legal guardian. Accordingly, we do not knowingly collect or store information about minors under the age of 18, and we do not sell the Personal Information of minors. If you believe that we have unintentionally received Personal Information about a minor under the age of 18 years old, please contact us at conciierge@expensify.com.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your Personal Information over the past 12 months or delete certain information. Please note that there are circumstances in which we

may not be able to comply with your request pursuant to the CCPA, including when we cannot verify your request and/or when there is a conflict with our own obligations to comply with other legal or regulatory requirements, or other reasons provide by law. We will notify you following submission of your request if this is the case.

The disclosure rights include:

- The categories of Personal Information we collected about you.
- The categories of sources for the Personal Information we collected about you.
- Our business or commercial purpose for collecting or selling that Personal Information.
- The categories of third parties with whom we share that Personal Information.
- The specific pieces of Personal Information we collected about you (and access thereto, also called a data portability request).
- Whether we have disclosed your personal information for a business purpose and if so, the categories of personal information that each category of recipient received.

Right to Request Deletion

You have the right to request that we delete your personal information Under certain circumstances Expensify may be unable or otherwise not required to delete your personal information, for example, to comply with legal obligations, or to complete a business transaction that you have requested.

Right to Non-Discrimination

You have a right not to receive discriminatory treatment for exercising your privacy rights as identified in this section of the privacy notice as conferred by the CCPA.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a consumer request to us via email at: concierge@expensify.com with the subject line "California Rights Request.", or via [webform](#). We will handle your request under applicable law. When you make a request, we may verify your

identity to protect your privacy and security. You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Making a verifiable consumer request does not require you to create an account with us. However, we do consider requests made through your password protected account sufficiently verified when the request relates to Personal Information associated with that specific account.

Response Information

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Authorized Agents

You may designate an authorized agent to exercise your rights under the CCPA on your behalf, however we may deny a request as permitted by the CCPA.

Sale of Personal Information

We have not sold the personal information of California residents in the preceding twelve months. We do not sell the personal information of minors under the age of 16 years of age. This fact notwithstanding, you can opt out of data sale by emailing a request to that effect to: conciierge@expensify.com.

Collection, Use and Disclosure of Personal Information

The categories of Personal Information that we collect and the sources from which we collect them are described above in the section entitled Types of Personal Data We Collect and How It Is Collected. These categories include identifiers, commercial information, financial data, internet activity information and professional or employment-related information as described in Section 1798.140(o) of the CCPA. The business/commercial purposes for which we use these categories of Personal Information are described in the section above entitled Use of Your Personal Data. The categories of third parties to which we share these categories of Personal Information are described in the section above entitled Disclosure of Your Personal Data . The foregoing describes our practices

as of, and during the twelve-month period preceding, the effective date of the Privacy Policy.

II. Other California Privacy Rights

California's "Shine the Light" law (Civil Code Section § 1798.83) permits Members who are California residents to request and obtain from us once a year, free of charge, certain information about the Personal Data (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of Personal Data that was shared and the names and addresses of all third parties with which we shared information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to conciierge@expensify.com.

The "Do Not Track" disclosure can be found above in the Cookie Policy section of this Policy.

C. Additional Disclosures for Nevada Residents

Pursuant to Nevada law, you may direct a business that operates an internet website not to sell certain Personal Information a business has collected or will collect about you. Expensify does not sell your Personal Information pursuant to Nevada law. For more information about how we handle and share your Personal Information or your rights under Nevada law, contact us at conciierge@expensify.com.

D. Additional Disclosures for Australian Residents

If you are in Australia, our collection, storage, use and disclosure of your Personal Data will be subject to this Privacy Policy and the Privacy Act 1988 (Cth) (Privacy Act). Any part of this Privacy Policy that is illegal, unenforceable or inconsistent with the Privacy Act may be severed from this Privacy Policy and the remaining terms or parts of the term of this Privacy Policy will continue in force. In addition, the following information applies to you.

Anonymity and Pseudonymity

If you are making a general enquiry only, you may deal with us on an anonymous basis or through the use of a pseudonym. However, we will not be able to provide you with any specific information about your account if you fail to identify yourself to us.

Data Transfer Disclosure

Personal Data provided to us by Members or Corporate Members located in Australia may be disclosed to service providers located outside Australia, including in the US, including providers of cloud or other types of networked or electronic storage.

Although these third parties are subject to privacy and confidentiality obligations imposed by contract or the regulatory frameworks of the jurisdiction in which those third parties are located, you acknowledge that:

- they may not always comply with those obligations, or those obligations may differ from the obligations imposed by privacy and data protection legislation in your jurisdiction; and
- the third party may be subject to foreign laws which might compel further disclosures of personal information (e.g. to government authorities).

Secondary Purpose

You acknowledge that we may use or disclose your Personal Data for a reason other than the reasons set forth in Section 4 (secondary purpose) where the secondary purpose is connected to or associated with a purpose for collection set out in this Privacy Policy, or directly connected to or associated with a purpose for collection if the information is 'sensitive information' as that term is defined under the Privacy Act.

16. QUERIES, CONCERNS, AND COMPLAINTS

If you have any queries, concerns or complaints about the manner in which we have collected, stored, used or disclosed your personal information, please contact the Data Protection Officer at privacy@expensify.com. We will treat your complaint confidentially and, after investigating your complaint, discuss the ways in which we can remedy the situation. We will ensure that we respond to your complaint within a reasonable time (and in any event within the time required by applicable law).

If your inquiries or complaints regarding our Privacy Policy or use of data that have not been resolved to your satisfaction within 30 days via the means set forth herein, please contact:

- The [Office of Australian Information Commissioner](#) (if you are an Australia individual);
- The [International Trade Administration](#) (if you are a European Union individual); or

- The [Federal Trade Commission](#) (if you are a United States individual).