

Privacy Policy

PRIVACY POLICY OF SHORTSTACK.COM

This Privacy Policy of ShortStack.com (the “Policy”) is hereby made effective as of February 2026, by Pancake Laboratories, Inc., a Nevada corporation (“Pancake” or “We”), and, without waiving or otherwise releasing any right or obligation under any prior privacy policy or similar document or agreement of ShortStack.com (“ShortStack”), hereby amend and restate any such prior privacy policy.

Summary of Material Changes from Prior Version (February 6, 2024):

This February 2026 version of the Privacy Policy supersedes the prior version dated February 6, 2024. The following is a summary of the material changes made in this version:

- Added Lawful Bases for Processing section identifying the legal bases under which Pancake processes Personal Information (contractual necessity, consent, legitimate interests, and legal obligation), as required by the GDPR and UK GDPR.
- Updated California section to reflect the California Privacy Rights Act (CPRA) amendments, including the right to correct inaccurate Personal Information, the right to limit use and disclosure of Sensitive Personal Information, and updated “Sell” and “Share” terminology consistent with the CPA.
- Added Restrictions on Use of Personal Information section reflecting Pancake’s commitments not to Sell, Share, or process Personal Information outside the direct business relationship, consistent with the Data Processing Addendum.
- Added coverage for the United Kingdom General Data Protection Regulation (UK GDPR), the Swiss Federal Act on Data Protection (nFADP), and the Brazilian General Data Protection Law (LGPD).
- Updated Data Privacy Framework (DPF) section to include the UK Extension to the EU-U.S. DPF alongside the EU-U.S. DPF and Swiss-U.S. DPF.
- Added Data Retention and Deletion section specifying a thirty (30) day deletion timeline for active systems following account termination, a seven (7) day window to request data return in machine-readable format, and retention procedures for backup and archival systems.
- Harmonized all deletion timelines to thirty (30) days for active systems (previously sixty (60) days in certain scenarios).
- Added Prohibition on Sensitive Data, clarifying that users may not submit Sensitive Data (as defined) through ShortStack, and describing Pancake’s rights upon discovery of such data.
- Added Children’s Data section acknowledging that user-created campaigns may be publicly accessible to minors, placing compliance responsibility (including COPPA and GDPR Article 8) on the ShortStack user, and reserving Pancake’s right to suspend or terminate campaigns or accounts found to be in violation.
- Added Subprocessors section with a link to the current subprocessor list, notification subscription mechanism, and fifteen (15) business day objection rights.

- Added Artificial Intelligence Features section addressing potential AI/ML data processing and committing to update this Policy prior to or concurrent with the launch of any AI features involving new categories of data processing.
- Narrowed the scope of Pancake’s use of Personal Information to purposes related to the operation, improvement, and billing of ShortStack, consistent with the lawful bases described in this Policy.
- Replaced specific breach notification timeline with “without undue delay” standard and added detailed notification content requirements.
- Standardized all contact information to support@shortstack.com across the entire Policy, consistent with the Terms and Conditions and Data Processing Addendum.
- Updated alternative dispute resolution provider reference to reflect current Data Privacy Framework branding.
- Added Non-Discrimination statement in the California section, confirming that Pancake will not discriminate against users for exercising their rights under the CPA, as required by Cal. Civ. Code § 1798.125.

By using or accessing ShortStack, you thereby (i) agree and acknowledge that you have read and understood this Policy, and (ii) acknowledge and consent to the learning, collection and use of your Personal Information (as hereinafter defined) as described in this Policy. If you do not agree with any portion of this Policy, you are prohibited from using or accessing ShortStack.

General

When you open an account with ShortStack and use the ShortStack application, you will provide certain information to Pancake and, during your use of ShortStack, Pancake will learn, collect and use certain additional information about you for various purposes, as more fully set forth in this Policy. Even though Pancake will learn, collect and use information about you, Pancake will not lease, sell, share or otherwise provide your Personal Information (as hereinafter defined) to any third party without your consent, except as provided herein.

What Information We Learn, Collect and Use

Beginning when you register for ShortStack, Pancake will learn, collect and use certain personal data and information about you and, as you use ShortStack will continue to learn, collect and use additional personal data and information (all such personal data and information is collectively referred to herein as, “Personal Information”). By providing Pancake with this information, you consent to this information being collected, used, disclosed, transferred to the United States and stored by Pancake, as described in our Terms and Conditions and in this Policy.

Information Collected Upon Registration.

In order to become a user of ShortStack, you must provide us with Personal Information, including, without limitation, name, email address, and, for any subscription account, billing and credit card information. Without providing Personal Information, you cannot create a ShortStack account. At the time of registration or when you choose to use certain ShortStack services, Pancake may collect certain other Personal Information from you including, without limitation, demographic information, such as location, age or gender. Pancake may request or collect Personal Information from you during any registration process which Pancake may use to

provide or improve ShortStack or may use as is otherwise provided herein. Pancake may store Personal Information, and it may be included in databases owned and maintained by Pancake's affiliates, agents or service providers.

Information Collected While Using ShortStack.

When you use and interact with ShortStack, Pancake also receives and stores additional Personal Information, which information may or may not be personally identifying information. Such information includes, without limitation, your internet protocol address, browser types, domain name, and other statistical data involving your use of ShortStack and/or our services. Such information is collected passively using various technologies or may be provided by you through communications with ShortStack or Pancake.

Information Collected By Pancake's Use of "Cookies."

A cookie is a piece of information that ShortStack gives to your computer when you access ShortStack. Cookies are used by Pancake to track your usage of ShortStack, trends on the usage of ShortStack and to improve ShortStack and analyze and assess changes to, successes and failures of ShortStack and portions thereof. For security purposes and to ensure the availability of ShortStack, Pancake also uses software programs to monitor network traffic, to identify unauthorized attempts to upload or change information, or otherwise cause damage to ShortStack or Pancake.

Based on how the internet operates, when you visit ShortStack we automatically receive the uniform resource locator of the prior webpage that you were on and of the webpage where you go after ShortStack. Pancake also receives the internet protocol address of your computer, the type of operating system and web browser you are using, your location, date and time of your access, pages viewed on ShortStack and other information related to your visit to ShortStack. Learn more about our Cookie Policy at <https://www.shortstack.com/cookie-policy/>.

Information Provided Voluntarily When Interacting with Support.

Pancake also collects information when you interact with ShortStack's customer service in order to assist you and to improve the operation of ShortStack. This includes any interactions with our team via our support site, chat support, email, and documentation, and our blog. Information shared with support may include personal information, such as your name, email address, credit card information (e.g., name on credit card, last four digits of credit card number or expiration date), an entrant or subscriber's name/email address, etc.

Information You Collect In ShortStack Lists and Display in ShortStack Campaigns and Emails.

Upon the creation of a collection of data within your ShortStack lists, the uploading of a new list to ShortStack, the upload of a list to ShortStack, or the creation of an email, Pancake has access to the data on those lists, and the information in those emails and on those campaigns.

Campaign and Email Analytics Information.

When you use ShortStack to send emails, we track information about who has opened the emails and clicked the links. This is done through the use of a tracking pixel that is automatically inserted into the emails that are sent. This information is used to allow you (the ShortStack user) to evaluate the performance of the emails you send.

Lawful Bases for Processing

Pancake processes your Personal Information on one or more of the following lawful bases, depending on the specific context and purpose of the processing:

- **Contractual Necessity:** Processing that is necessary for the performance of our contract with you, including to provide, maintain, and improve ShortStack, to manage your account, and to process billing and payments.
- **Consent:** Processing based on your informed consent, such as when you opt in to receive marketing communications, or when you provide Personal Information voluntarily. You may withdraw your consent at any time by contacting us at support@shortstack.com or by using the unsubscribe mechanism in any marketing email.
- **Legitimate Interests:** Processing that is necessary for our legitimate business interests, including to improve and develop ShortStack, to detect and prevent fraud, and to ensure the security of our platform, provided that such interests are not overridden by your rights and freedoms.
- **Legal Obligation:** Processing that is necessary for compliance with a legal obligation to which Pancake is subject.

How We Use Your Personal Information

Pancake uses your Personal Information in connection with the operation, development and improvement of ShortStack, the operation and billing of your ShortStack account, and for other uses consistent with this Policy and the lawful bases described above. Pancake may use your Personal Information for purposes related to the operation, improvement, and billing of ShortStack, including the development of additional services and products by Pancake or its affiliates, and to communicate with you regarding ShortStack, your account, updates to our services (such as temporary outages or permanent changes), product releases, or other services or products offered by Pancake. Regarding billing and payment, Personal Information you provide to Pancake will be used to send billing-related notices via email. When contacting Pancake for customer support, in order to answer your questions, Pancake may use your personal information, such as email address, name and billing information; and other account-related data. Please be aware that you are responsible for the payment of any fees or costs incurred by you in connection with receipt of communications from Pancake, including data, internet, cellular carrier or other similar fees.

Pancake recognizes the importance of the privacy of its users and does not share or otherwise provide Personal Information to third parties, except as provided herein. Pancake will not disclose or provide your Personal Information to any third party except:

- as otherwise described in this Policy;
- as otherwise required by law or to comply with legal process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures;
- as reasonably necessary to respond to claims of a violation of the rights of third parties, whether or not the third party is a user, individual, entity or government agency;
- for purposes related to the operation, improvement, and billing of ShortStack, including to manage your ShortStack account, subscription and other billing purposes, to respond to your inquiries, to allow outside vendors to perform services required by ShortStack,

and to otherwise manage and operate ShortStack and develop new services and products;

- as reasonably necessary to enforce the Terms and Conditions of Service and Use of ShortStack.com (the “Terms and Conditions”);
- as reasonably necessary to detect, prevent and address fraud and other illegal activity and to prevent death or imminent bodily harm; or
- as reasonably necessary to protect the rights and property of Pancake or its officers, directors, shareholders, employees or agents.

Restrictions on Use of Personal Information

Pancake does not Sell or Share your Personal Information (as those terms are defined under applicable data protection laws, including the California Privacy Rights Act). In addition, Pancake will not: (a) retain, use, disclose, or otherwise process your Personal Information for any purpose other than the specific business purposes of performing the ShortStack Services; (b) retain, use, disclose, or otherwise process your Personal Information outside of the direct business relationship between Pancake and you; or (c) combine your Personal Information with personal information that Pancake receives from or on behalf of another person or that Pancake collects from its own interactions with individuals, except to the extent necessary to perform the Services.

Pancake may provide aggregated anonymous data about the usage of ShortStack to third parties for purposes that we deem, in our sole discretion, to be appropriate, including, without limitation, to prospective advertisers or investors.

Pancake may post, email and use any testimonials that you have provided about ShortStack, and Pancake may post and email examples of content you have created through ShortStack, in connection with the marketing and promotion of ShortStack. Testimonials and other marketing, promotions and advertisements may include obfuscated Personal Information (such as first name and general location) that you have provided to Pancake. Furthermore, Personal Information you provide to Pancake may be used to send you information, advertisements and promotional material via email. You are able to unsubscribe from these emails via the “unsubscribe” link at the bottom of each email communication.

Pancake may disclose your Personal Information to a third party as part of a sale of the assets of Pancake, as the result of a change in control of the company, or in connection with an investment in Pancake by a third party. Any third party to which Pancake transfers or sells Pancake’s assets will have the right to continue to use your Personal Information.

Under the General Data Protection Regulation (GDPR), ShortStack is required to provide notifications when updating our subprocessors to those who indicate they would like to receive notifications. Sign up at <https://www.shortstack.com/subprocessors/> to receive subprocessor notifications.

User Collected Information

Among other functions of ShortStack, you may create a webpage that collects certain information from customers and other persons that visit your webpage. Should you create any webpage or form that collects personal information or other information related to any person or party visiting that page (“User Collected Information”) or import a list of User Collected

Information to ShortStack that was compiled outside of ShortStack, you represent and warrant to Pancake that any and all User Collected Information has been collected in accordance with any applicable laws, rules or regulation and not in violation of any privacy or similar rights of such persons or parties.

Prohibition on Sensitive Data. You may not provide (or cause to be provided) any Sensitive Data to Pancake for processing through ShortStack. “Sensitive Data” includes, without limitation: (a) special categories of personal data as defined in Article 9 of the GDPR (e.g., data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic data, biometric data, health data, or data concerning sex life or sexual orientation); (b) personal data relating to criminal convictions and offenses; (c) “Sensitive Personal Information” as defined under the California Privacy Rights Act; (d) social security numbers, tax file numbers, passport numbers, or driver’s license numbers; (e) credit or debit card numbers (other than as required for billing purposes); (f) account passwords; or (g) any similar category under other applicable data protection laws. Pancake will have no liability for any Sensitive Data provided in violation of this restriction. If Pancake becomes aware that Sensitive Data has been submitted to or is being processed through ShortStack, Pancake reserves the right, but has no obligation, to delete such data and/or notify the applicable customer. Pancake has no obligation to actively screen or monitor for the presence of Sensitive Data. For further details, please refer to Section 2.4 of the Data Processing Addendum.

As a part of ShortStack, Pancake may store such User Collected Information, but asserts, and you hereby agree and acknowledge, that Pancake has no right, title or interest in or to such information, has not participated or been involved in any such collection, and has no responsibility or obligation with respect to the legal compliance of your collection practices with respect to such information. Pancake will retain User Collected Information we process for our users until the ShortStack user deletes the User Collected Information, deletes their account, or as long as necessary to execute ShortStack-related services. However, Pancake may disclose any User Collected Information in the same manner, and under the same circumstances, as any Personal Information may be disclosed. You hereby indemnify and hold harmless Pancake, and all of its officers, directors, shareholders, employees and agents, with respect to any claim, suit or liability (including attorney’s fees and related costs), arising from your User Collected Information.

Children’s Data

ShortStack is a platform used by businesses and individuals to create interactive campaigns, forms, and promotions. Pancake does not knowingly collect Personal Information directly from children under the age of 13 (or under the age of 16 for individuals in the European Economic Area, United Kingdom, or Switzerland).

However, Pancake acknowledges that ShortStack users may create publicly accessible campaigns, contests, promotions, or forms that could be accessed or completed by individuals of any age, including children. Pancake does not control the audiences to which its users direct their campaigns, and Pancake has no practical ability to verify the age of individuals who interact with user-created campaigns.

If you use ShortStack to create campaigns, forms, or promotions that may be accessed by children under the age of 13 (or under the applicable age of consent in your jurisdiction), you are solely responsible for compliance with the U.S. Children’s Online Privacy Protection Act (“COPPA”), Article 8 of the GDPR, and any other applicable laws governing the collection of

personal information from minors. This includes, without limitation, obtaining verifiable parental consent where required by law. Pancake assumes no responsibility for your compliance with such laws.

If Pancake becomes aware that a user's campaign, form, or promotion is collecting personal information from children in violation of COPPA, the GDPR, or other applicable law, Pancake reserves the right to suspend or remove the campaign and/or suspend or terminate the user's ShortStack account, in addition to any other remedies available under the Terms and Conditions.

If we become aware that Personal Information from a child under the applicable age has been submitted directly to Pancake (as opposed to collected by a ShortStack user through a user-created campaign), we will take steps to delete such information as soon as practicable. If you believe that a child has provided Personal Information directly to Pancake, please contact us at support@shortstack.com.

Applicable Privacy Laws

You may update, modify or correct your Personal Information via your account Preferences. Alternatively, you may contact support@shortstack.com for updates, modifications and corrections to your Personal Information, or to request access to your Personal Information.

Retention Of Your Personal Information. You may request deletion of your Personal Information at any time by contacting Pancake in the manner provided on ShortStack. Pancake will endeavor to respond to your request in a timely manner. Once a request to delete a ShortStack user's Personal Information is received, it will be removed from our active systems within thirty (30) days, and from backup and archival systems within a commercially reasonable period thereafter. You may delete your account within the Preferences section of your ShortStack account. Alternatively, you may contact support@shortstack.com to delete your account.

European Union (EU) General Data Protection Regulation ("GDPR"). For our users living or doing business in the EU, Pancake is subject to the GDPR.

United Kingdom General Data Protection Regulation ("UK GDPR"). For our users living or doing business in the United Kingdom, Pancake is subject to the UK GDPR and the UK Data Protection Act 2018.

Swiss Federal Act on Data Protection ("nFADP"). For our users living or doing business in Switzerland, Pancake is subject to the Swiss Federal Act on Data Protection of 25 September 2020 and its implementing ordinances.

California Consumer Privacy Act, as amended by the California Privacy Rights Act ("CPA"). For our users living or doing business in California, Pancake is subject to the CPA.

Nevada Privacy Law. For our users living or doing business in Nevada, Pancake is subject to the Nevada Privacy Law.

Canadian Personal Information Protection and Electronic Documents Act ("PIPEDA"). For our users living or doing business in Canada, Pancake is subject to PIPEDA.

Brazilian General Data Protection Law ("LGPD"). For our users living or doing business in Brazil, Pancake is subject to the Lei Geral de Proteção de Dados (LGPD), Federal Law No. 13,709/2018.

Australian Privacy Act of 1988 (“Australian Privacy Act”). For our users living or doing business in Australia, Pancake is subject to the Australian Privacy Act.

California Consumer Privacy Act / California Privacy Rights Act

For our users living or doing business in California, Pancake is subject to the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (collectively, the “CPA”).

Pancake Does Not Sell or Share Your Personal Information. Pancake does not Sell or Share (as those terms are defined under the CPA) your Personal Information or any Personal Information you collect while using our services to any third party.

Right to Know and Right to Access Personal Information Collected. The CPA gives California residents the right to learn more about the types of data Pancake collects. To learn more, please visit the What Information We Learn, Collect and Use section above. Pancake collects this information to further the business purposes described in section How We Use Your Personal Information. Users living or doing business in California have the right to request their Personal Information collected in the last 12 months. This can be done by contacting support@shortstack.com.

Right to Correct Inaccurate Personal Information. California residents have the right to request correction of inaccurate Personal Information that Pancake holds about them. You may submit a correction request by contacting support@shortstack.com or by modifying your information via your account Preferences.

Right to Limit Use and Disclosure of Sensitive Personal Information. The CPA gives California residents the right to limit the use and disclosure of Sensitive Personal Information. As described under “User Collected Information” above, Pancake does not process Sensitive Data except as required for billing purposes.

Cookie Policy. Pancake does use cookies on our website. You can learn more about our Cookie Policy at <https://www.shortstack.com/cookie-policy/>.

Accuracy and Access To Your Personal Information. As per the CPA, if you believe that Personal Information Pancake holds about you is inaccurate, you may modify or correct your Personal Information via your account Preferences or by contacting Pancake at support@shortstack.com.

Deleting Your Personal Information. The CPA gives California residents and those doing business in California the right to delete Personal Information collected by Pancake. You may delete your account within the account Preference section of your ShortStack account. Alternatively, you may contact support@shortstack.com to request the deletion of your Personal Information. Please note, if your Personal Information is scheduled for deletion, but you wish to exercise your right to receive your Personal Information collected within the last 12 months, then you must make this request within 7 days of requesting your account be deleted.

Non-Discrimination. Pancake will not discriminate against you for exercising any of your rights under the CPA. We will not deny you services, charge you different prices or rates, provide you a different level or quality of services, or suggest that you will receive a different price or rate or a different level or quality of services for exercising your rights.

Australian Privacy Act of 1988

For our users living or doing business in Australia, Pancake is subject to the Australian Privacy Act of 1988 (“Australian Privacy Act”).

Pancake’s Use of Personal Information for Direct Marketing. Pancake will not use your Personal Information for the purpose of direct marketing unless you have consented to its use; you can reasonably expect to receive direct marketing from our team; or we believe you to be interested in receiving the marketing emails despite not having obtained your consent. You may opt out of email marketing materials through an unsubscribe mechanism in the email or by contacting us directly at support@shortstack.com. However, opting out of direct marketing messages will not prevent you from receiving non-marketing system emails, such as system alerts and account-related messages.

Server Location. Our servers are located in the United States. You can learn more about our data security and privacy practices in our FAQs.

Accuracy And Access Of Your Personal Information. As per the Australian Privacy Act, if you believe that Personal Information Pancake holds about you is inaccurate, you may update, modify or correct your Personal Information via your account Preferences or contact support@shortstack.com to update, modify or correct your Personal Information.

Brazilian General Data Protection Law (LGPD)

For our users living or doing business in Brazil, Pancake is subject to the Brazilian General Data Protection Law (Lei Geral de Proteção de Dados — LGPD), Federal Law No. 13,709/2018.

Under the LGPD, Brazilian data subjects have the right to: confirmation of the existence of processing; access to their data; correction of incomplete, inaccurate, or outdated data; anonymization, blocking, or deletion of unnecessary or excessive data; portability of data to another service provider; deletion of personal data processed with consent; information about public and private entities with which Pancake has shared data; information about the possibility of denying consent and the consequences of such denial; and revocation of consent.

To exercise any of these rights, please contact us at support@shortstack.com. Pancake will respond to LGPD data subject requests in accordance with the timelines established by applicable law.

GDPR Data Processing Addendum

Pancake Laboratories Inc. provides a Data Processing Addendum (DPA), effective February 2026, which customers can view and download at <https://www.shortstack.com/data-processing/>. The DPA is incorporated into the Terms and Conditions by reference.

Data Protection and Security

Pancake implements and maintains technical, physical, administrative, and organizational measures designed to protect Personal Information against theft, unauthorized or unlawful acquisition, access, or processing, accidental loss, destruction, alteration, or damage. For information regarding Pancake’s specific security practices, controls, and certifications, please refer to our Security FAQs at <https://www.shortstack.com/security-faqs/> or contact

support@shortstack.com to request a copy of our Comprehensive Security Documentation, subject to applicable confidentiality obligations.

Notice of Breach of Security

In the event of a security breach affecting your Personal Information or the information of individuals on your ShortStack lists, Pancake will notify you without undue delay on both the nature of the breach and the actions taken to address it. Pancake's notice will include, to the extent reasonably available: (a) the dates and times of the breach; (b) the facts underlying the discovery of the breach; (c) a description of the Personal Information involved; and (d) the measures planned or underway to remedy or mitigate the vulnerability giving rise to the breach.

Pancake will cooperate with affected users and take commercially reasonable steps to assist in complying with any obligations under applicable data protection laws, including any obligation to notify a supervisory authority or communicate a breach to affected individuals.

Data Retention and Deletion

Pancake will process Personal Information for the duration of your use of ShortStack. Following termination or expiration of your ShortStack account, Pancake will delete your Personal Information from active systems within thirty (30) days, and from backup and archival systems within a commercially reasonable period thereafter, except as otherwise required by applicable law.

Within seven (7) days of account termination, you may request that Pancake: (a) return a complete copy of your Personal Information in a commonly used machine-readable format; and/or (b) delete all copies of your Personal Information processed by Pancake and its subprocessors. To make such a request, contact support@shortstack.com.

Pancake may retain Personal Information to the extent and for such period as required by applicable laws, provided that Pancake will ensure the confidentiality of all such data and will only process it as necessary for the purposes specified in the applicable law. Upon expiration of any applicable legal retention period, Pancake will delete or destroy all remaining Personal Information from active systems within thirty (30) days, and from backup and archival systems within a commercially reasonable period thereafter.

Data Privacy Framework (DPF)

ShortStack complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. ShortStack has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles with regard to the processing of personal data received from the European Union, the United Kingdom, and Switzerland in reliance on the applicable DPF frameworks. If there is any conflict between the terms in this Policy and the DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>.

Pancake Laboratories Inc. complies with the DPF Principles for all onward transfers of personal information from the EU, the United Kingdom, and Switzerland, including the onward transfer liability provisions. Pancake Laboratories Inc. shall not be held liable for third-party service

providers processing personal information in violation of DPF Principles, unless it is proven that Pancake Laboratories Inc. is solely responsible for the third-party service providers' action in violation of the Principles.

With respect to personal information received or transferred pursuant to the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF, Pancake Laboratories Inc. is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Pancake Laboratories Inc. may be required to disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Transmission and Storage of Data

Under the GDPR and UK GDPR, you (the ShortStack customer) are considered a Data Controller, while ShortStack is the Data Processor. ShortStack's Data Privacy Framework certification, together with the Standard Contractual Clauses (including the UK Addendum for UK transfers) incorporated in the Data Processing Addendum, provide the legal mechanisms for the transfer of personal data from the EU, UK, and Switzerland to the United States (where ShortStack's servers are located). The DPA is available at <https://www.shortstack.com/data-processing/>.

Data Protection Officer. Pancake has appointed a data protection officer, who can be reached at support@shortstack.com.

Platform Security. Check out our Security FAQs page at <https://www.shortstack.com/security-faqs/> for more specific information on platform security.

Subprocessors

Pancake engages third-party subprocessors to assist in providing the ShortStack Services. A current list of subprocessors is maintained at <https://www.shortstack.com/subprocessors/>. You may subscribe to notifications of changes to the subprocessor list at that URL.

If you object to Pancake's use of a new subprocessor, you may notify Pancake in writing (via email to support@shortstack.com) within fifteen (15) business days after receipt of Pancake's notice. Objections must be based on reasonable grounds relating to data protection. If Pancake and you are unable to resolve such objection, either party may terminate the applicable service. For full details, please refer to Section 5 of the Data Processing Addendum.

DPF Complaint Resolution

In compliance with the DPF Principles, Pancake Laboratories Inc. commits to resolve complaints about our collection or use of your personal information. Individuals in the European Union, the United Kingdom, and Switzerland with inquiries or complaints regarding our DPF policy should first contact Pancake Laboratories Inc. at: support@shortstack.com.

In compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF, ShortStack commits to refer unresolved complaints concerning our handling of personal data received in reliance on the DPF to the ICDR-AAA, an alternative dispute resolution provider based in the United States. If you do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF Principles-related

complaint to your satisfaction, please visit <https://www.adr.org/> for more information or to file a complaint. The services of ICDR-AAA are provided at no cost to you.

Artificial Intelligence Features

ShortStack may from time to time incorporate artificial intelligence or machine learning features into its Services. Where such features process Personal Information, Pancake will do so in accordance with this Policy and the Data Processing Addendum. Pancake will not use your Personal Information to train third-party artificial intelligence models without your express consent. If ShortStack introduces AI-powered features that involve new categories of data processing, Pancake will update this Policy prior to or concurrent with the launch of such features.

Severability

If any provision of this Policy is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Policy will not be affected in any way.

Contact Us

If you have any questions about this Privacy Policy, your Personal Information, or ShortStack's data practices, please contact us at:

Pancake Laboratories, Inc.

50 Washington Street, Suite 301

Reno, Nevada 89503, USA

Email: support@shortstack.com

Data Protection Officer: support@shortstack.com