

ActivArmor –Terms of Use and Privacy Policy

Acceptance of the Terms of Use

The following terms and conditions (“Terms of Use”), govern your access to and use of the ActivArmor LLC (“ActivArmor,” “we,” “us” or “our”) custom orthosis devices, our website and the associated mobile application (collectively, the “Product”).

You understand that we do not render medical advice or diagnose or prevent any specific injury. If you have any concerns about your health, immediately contact your healthcare provider.

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.

Please read these Terms of Use carefully before you start to use the Product. By using the Product, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, which is incorporated herein by reference. If you do not agree to the Terms of Use or the Privacy Policy, you must not access or use the Product. Capitalized terms used but not defined in these Terms of Use have the meaning given to them in our other policies (e.g., our Privacy Policy).

The Product is offered and available to users who are 13 years of age or older. We do not collect or maintain personal information from people we actually know are under 13 years old. If we obtain actual knowledge that a user is under 13 years old, we will use our best efforts to remove that person’s information from our database. By using this Product, you represent and warrant that you are at least 13 years old and of legal age to form a binding contract with us. If you do not meet all of these requirements, you must not access or use the Product. If you believe we have collected personal information from someone under the age of 13, please contact us at info@ActivArmor.com or call us at 1-800-583-6690.

Binding Arbitration

These Terms of Use provide that all disputes between you and ActivArmor that in any way relate to these Terms of Use or your use of the Product or Website will be resolved by **BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING)** to assert or defend your rights under these Terms of Use. Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury and your claims cannot be brought as a class action. Please review the Section below entitled Dispute Resolution for the details regarding your agreement to arbitrate any disputes with ActivArmor.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Product and Website thereafter. Your continued use of the Product and Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are

expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Services; No Medical Advice by ActivArmor

ActivArmor offers a custom designed orthosis, prescribed to you by your health care provider (each, a “Provider”) (If you are a Provider, please review the section below entitled Supplemental Terms Applicable to Providers). ActivArmor does not provide medical advice or care itself. Rather, your Provider uses our products and services to better provide clinical services to his or her patients. The Providers, and not ActivArmor, are responsible for the quality and appropriateness of the care they render to you.

You hereby acknowledge that you are choosing to use the Product under or upon the advice and oversight of your Provider, and at your own risk. Your Provider is independent of ActivArmor. Any information or advice received from a Provider comes from them alone, and not from ActivArmor. You acknowledge that your reliance on any Providers or information delivered by the Providers via or because of the information collected through the Product is solely at your own risk and you assume full responsibility for all risks associated herewith. ***You agree to have your Provider check and approve any ActivArmor device, its use, positioning and fit, before using such device.***

Should you have any health questions, pain or negative healing outcome as a result of your injury or use of the Product, it is your responsibility to contact your Provider immediately. You should always seek the advice of qualified health care professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. All information provided by ActivArmor, or in connection with any communications supported by ActivArmor, is intended to be for general information purposes only, and is in no way intended to create a provider-patient relationship as defined by state or federal law.

You should seek emergency help or follow up care when recommended by a Provider or when otherwise needed. You should continue to consult with your primary provider and other healthcare professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment or modification.

Disclaimer of Warranties

YOUR USE OF THE PRODUCT AND WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PRODUCT OR WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AT YOUR OWN RISK, AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE PRODUCT, WEBSITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE, ON OUR OWN BEHALF AND ON BEHALF OF OUR AFFILIATES AND OUR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, HEREBY DISCLAIM ALL WARRANTIES OF

ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OF THESE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

IN NO EVENT WILL WE, OUR AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PRODUCT OR WEBSITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

THESE LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OR CAUSE OF ACTION AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THE PRODUCT, WEBSITE OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PRODUCT OR SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, OUR AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE PRODUCT, WEBSITE OR THE SERVICES IS LIMITED TO THE LESSER OF (I) THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR USE OF THE SERVICES OR (II) ONE HUNDRED DOLLARS (U.S. \$100.00). YOU HEREBY AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. IF YOU ARE A RESIDENT OF A STATE WITH PROTECTIONS SIMILAR TO CALIFORNIA CIVIL CODE §1542, YOU HEREBY WAIVE SUCH PROVISIONS OR PROTECTIONS.

Indemnification

You agree to defend, indemnify and hold harmless us, our affiliates, licensors and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assignees, from and against any and all claims, liabilities, deficiencies, damages, actions, judgments, settlements, interest, awards, losses, fines, penalties, costs, expenses or fees or any kind (including reasonable attorneys' fees and costs) arising from or relating to your violation of these Terms of Use or the terms in our other policies and agreements that you agree to be bound by, your use or misuse of the Product or Website, including, but not limited to, any use of the Product or Website content, Services, and products other than as expressly authorized, your use of any information obtained from the Product or Website, any User Content you submit, post to or transmit through the Product, Website or the Services, or, your violation of any third party's rights, including, but not limited to, intellectual property rights, right of privacy, right of publicity, and confidentiality.

Termination

We may terminate your use of the product application or Website for any or no reason at any time. You understand that termination of your agreement with us pursuant to these Terms of Use will not entitle you to any refund and may involve deletion of your information from our live databases as well as any content that you uploaded to the product application. **YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE PRODUCT APPLICATION OR WEBSITE OR DELETION OF CONTENT UPLOADED BY YOU.**

Dispute Resolution

In the event of any dispute, claim, question or disagreement arising from or relating to these Terms of Use, or the relationship that results from these Terms of Use (a "Dispute"), the parties hereto shall use their best efforts to settle the Dispute. To this end, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution, then the Dispute shall be resolved by binding arbitration in Denver, CO, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), subject to the limitations of this section. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a demand for arbitration shall be filed in writing with the other party hereto and with the AAA. To the extent permitted by law, any Dispute under this Agreement must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

The parties agree that one (1) arbitrator shall arbitrate the Dispute. The arbitrator shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the Commercial Arbitration Rules of the AAA from the panels of business arbitrators maintained by the AAA. The decision of the arbitrator shall be made in writing, shall be final, judgment may be entered upon it in any court having jurisdiction thereof, and the decision shall not be subject to vacation, modification or appeal, except to the extent permitted by sections 10 and 11 of the Federal Arbitration Act, the terms of which sections the parties agree shall apply. You and we agree that (i) no arbitration proceeding whether a consumer or business dispute will be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers or persons similarly situated, and (ii) no arbitration proceeding shall be consolidated with, or joined in any way with, any other arbitration proceeding and the arbitrator may not otherwise preside over any form of a representative or class proceeding. **WE AND YOU AGREE TO ARBITRATE A CONSUMER DISPUTE OR BUSINESS DISPUTE ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO FILE A CLASS ACTION, SEEK RELIEF ON A CLASS BASIS, OR PARTICIPATE IN A CLASS ACTION.** Further, unless both you and we agree in writing otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The expenses of arbitration, including reasonable attorneys' fees and the fees and expenses of the arbitrator, shall be shared equally by the parties.

Either party may bring a claim related to intellectual property rights, or seek temporary and preliminary specific performance and injunctive relief, in any court of competent jurisdiction, without the posting of bond or other security.

YOU AND ACTIVARMOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and ActivArmor agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If the arbitration terms and conditions of this Section are found to be unenforceable, then (i) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect, and (ii) exclusive jurisdiction and venue for any claims will be in state or federal courts located in and for Denver, CO.

Supplemental Terms Applicable to Providers

These supplemental terms apply to Providers in addition to the other provisions of these Terms of Use. In the event of a conflict between the supplemental terms and any other terms herein, the supplemental terms shall prevail.

To be a healthcare provider using the Product (for purposes of this Section, “Provider” or “you”), you must be a licensed healthcare professional in contract with ActivArmor, and must agree to comply with all laws, medical board rules, and other rules and regulations applicable to you as a Provider or otherwise. Your relationship with ActivArmor Product users is directly between you and the patient. The patient will never have a physician-patient relationship with ActivArmor. ActivArmor does not practice medicine and offers no medical services. As set forth more fully below, Provider is solely responsible for all agreements, consents, notices, and other interactions with patients and other consumers. Without limiting the generality of the foregoing, Provider is solely responsible for all billings and collections from patients and other consumers for Provider’s services, and ActivArmor shall have no liability whatsoever to Provider with respect to any amounts owed by any patient or other consumer to Provider.

ActivArmor does not provide any medical advice, legal advice, or representations in any way regarding any legal or medical issues associated with Provider, goods, or services offered by Provider, including but not limited to any compliance obligations or steps necessary to comply with any state or federal laws and regulations. Provider should seek legal counsel regarding any legal and compliance issues and should not rely on any materials or content associated with the Product in determining Provider’s compliance obligations under law. **THE ACTIVARMOR WEBSITE, PRODUCT AND SERVICES ARE NOT MEANT TO SUBSTITUTE OR MODIFY YOUR PROFESSIONAL JUDGMENT IN ANY WAY.**

Provider will use the Website and Product only in accordance with applicable standards of good medical practice. Provider shall be solely responsible for its use of the Product and the provision of medical services to Provider’s patients. In this regard, Provider releases ActiveArmor and waives any and all potential claims against ActivArmor as a result of Provider’s use of the Website and Product and the provision of services to Provider’s patients.

Miscellaneous

Governing Law and Jurisdiction

All matters relating to the Product, Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Colorado regardless of your country of origin or where you access the Website or Product, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. The parties agree that any and all disputes, claims, or litigation arising from or related in any way to these Terms of Use shall be resolved exclusively by the courts in and for Denver, Colorado, and each party waives any objections against and agrees to submit to the personal jurisdiction of such state and federal courts, including objections or defenses based upon an inconvenient forum.

Notices

You agree that we may provide you with notices, including those regarding changes to this agreement, by email to the address you provided at the time of registration.

Independent Contractors

The parties intend that an independent contractor relationship will be created by these Terms of Use, and that no additional partnership, joint venture, employee, employer or other relationship is intended. You agree not to hold yourself out as in any way sponsored by, affiliated with, endorsed by, in partnership or venture with, nor as an employee or employer of us, any of our affiliates or service providers.

Application Support; Functionality

All questions and requests relating to Website and Product support must be directed to ActivArmor. We will use commercially reasonable efforts to respond to questions and provide support.

Entire Agreement

These Terms of Use, and our Privacy Policy you have consented to constitute the entire agreement between you and us with respect to the Website and Product and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect thereto. No failure to exercise, and no delay in exercising, on the part of you or us, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. If any provision of these Terms of Use is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms of Use will continue in full force and effect. You may not assign, delegate, or subcontract these Terms of Use without the prior, written permission of ActivArmor. The headings of sections and paragraphs in these Terms of Use are for convenience only and shall not affect its interpretation. For purposes of these Terms of Use, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these Terms of Use as a whole.

USE PER FDA APPROVED LABELING

The devices, systems and services described on our product materials are subject to United States laws governing the use and sale of such devices, systems and services. Nothing in the product materials is intended to constitute a claim or indication for clinical uses of ActivArmor's devices beyond those that have been cleared or approved by the U.S. Food and Drug Administration or any foregoing equivalent, as applicable.

App Privacy Policy

INTRODUCTION

ActivArmor LLC ("ActivArmor," "we", "us," or "our") respects your privacy and we are committed to protecting it through our compliance with this privacy policy ("Privacy Policy").

This Privacy Policy describes the types of information we may collect from you or that you may provide when you use our mobile application (the “App”) and our website, www.activarmor.com (the “Website”) and our practices for collecting, using, maintaining, protecting and disclosing that information.

Note, ActivArmor is not a medical group. Any medical advice or care obtained in connection with our App will be provided by your health care providers (each, a “Provider”), not ActivArmor. Your Provider is responsible for providing you with a Notice of Privacy Practices describing its collection and use of your health information. If you do not agree to be bound by those terms, you are not authorized to access or use our App, and you must promptly discontinue use of our App.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, you may choose not to use our App and Website. By accessing or using the App or Website, you agree to the terms and conditions of this Privacy Policy. This policy may change from time to time and will be posted at www.ActivArmor.com. Your continued use of the App or Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Health Information.

Some information ActivArmor collects constitutes protected health information (“PHI”) under the U.S. Health Insurance Portability and Accountability Act (“HIPAA”). As set forth above, your Provider will provide you with a Notice of Privacy Practices describing its collection and use of your health information, not ActivArmor. Accordingly, ActiveArmor will use PHI only for the purpose for which it was collected, and we only collect the information we need to fully perform our services, to respond to you or your Provider, or as otherwise permitted by the Provider or applicable law. We may use your PHI to contact you, to provide requested services, to provide information to your Providers and insurers, to obtain payment for our services, to respond to your inquiries and requests, to improve our Apps or services, and to respond to inquiries and requests from your Providers and benefits program. We may combine your information with other information about you that is available to us, including information from other sources, such as from your Providers, insurers or benefits program, in order to maintain an accurate record of our participants. PHI will not be used for any other purpose, including marketing, without your consent.

INFORMATION WE COLLECT ABOUT YOU AND HOW WE COLLECT IT

We collect several types of information from and about users of our App and Website, including information:

- By which you may be personally identified, such as name, mailing address, email address, telephone number, date of birth, gender, medical history, health information, or other information defined as “Protected Health Information” under HIPAA/HITECH laws and regulations;
- About your use of our App and Website, time and date of visits to our App and Website; and/or

- About the equipment you use to access our App and Website and usage details.

We collect this information:

- Directly from you when you provide it to us.
- From third parties; for example, our business partners.

Information You Provide to Us.

The information we collect on or through our App or Website may include:

- Information that you provide by filling in forms on or in association with our App or Website. This includes information provided at the time of registering to use our App or Website, purchasing our services, or requesting further services. We may also ask you for information when you report a problem with our App or Website.
- Records and copies of your correspondence (including email addresses), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.

HOW WE USE YOUR INFORMATION

Depending on your particular circumstances, we may use information that we collect about you or that you provide to us, including any personal information:

- For collecting information about your health and physical condition for your use and (subject to compliance with applicable laws) use by your Provider in connection with healthcare treatment and care coordination,
- To present and provide our Website, App and products to you.
- To process, fulfill, support, and administer your account, products, and services ordered or requested by you;
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To administer surveys, promotions, or contests.
- To create statistical data sets to better provide our services, and to improve our products and services.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Website or App, our policies, terms or any products or services we offer or provide through it.
- To allow you to participate in interactive features on our Website or App.
- In any other way we may describe when you provide the information.

DATA SECURITY

Our goal is to protect your Personal Information submitted to us through the Website and App. We maintain reasonable administrative, organizational, and technical safeguards to protect and

limit access to your personal information. However, no method of transmission over the Internet or electronic storage technology is 100% secure. Therefore, while we take reasonable measures to safeguard your personal information, we cannot guarantee its absolute security.

Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted via the Internet to our Website or App. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website or App.

CALIFORNIA PRIVACY RIGHTS

These California Privacy Rights supplement the other information contained in our Privacy Policy and applies solely to all visitors, users, and others who reside in the State of California (“consumers” or “you”). This notice is 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. We may update these California Privacy Rights as necessary and in the event of changes in the CCPA. These terms apply only to California residents. Please note that the CCPA expressly excludes personal information regulated under the California Confidentiality of Medical Information Act (CMIA) and protected health information (PHI) collected by a “covered entity” (e.g., a health care provider or insurance plan) or “business associate” that provides services to a covered entity governed by HIPAA.

Categories of Personal Information– California Residents

As described in more detail in other areas of our Privacy Policy, we collect and/or disclose Personal Information about you when you visit or use our Website or App, including information about you that you provide to us, and information that we automatically collect from you or your computer or device as you use our Website or App. Please refer to Information We Collect About You and How We Collect It for additional information and details.

Personal information does not include information that is: (a) publicly available information from government records; (b) de-identified or aggregated consumer information; or (c) certain information excluded from the scope of CCPA (e.g., PHI covered under HIPAA and medical information covered under the CMIA as discussed above).

Categories of Sources from which We Collect Personal Information

We collect Personal Information directly from you, for example when you provide it to us to when you contact us through our App and Website or create an account; and indirectly from you automatically through your computer or device as you use our App or Website. We may also collect Personal Information about you from our advertising partners and service providers.

Use of Personal Information Collected from California Residents

We do not sell your Personal Information and have not done so in the prior 12 months from the effective date of this Policy. We may use or disclose the personal information we collect for our business purposes described elsewhere in this Privacy Policy (for example, please refer to “How We Use Your Information” and “Disclosure of Your Information”).

Sharing Personal Information - California Residents

ActivArmor may disclose your Personal Information to a third party for one or more business purposes. When we disclose Personal Information for a business purpose, such as to service providers, we enter a contract that describes the purpose and requires the recipient to both keep that Personal Information confidential and not use it for any purpose except performing the contract.

Disclosures of Personal Information for Business Purposes

We may disclose your Personal Information for our business purposes, such as your contact information, other information you have provided to us and unique identifiers that identify you to us or to our service providers, such as companies that assist us with marketing and advertising. Please refer to Information We Collect About You and How We Collect It for additional information and details.

We disclose your Personal Information to certain third parties such as our health care Provider partners, service providers, including companies that assist us with marketing and advertising. For additional information please refer to “How We Use Your Information” and “Disclosure of Your Information”).

Access Request Rights

California residents have the right to request that ActivArmor disclose certain information to you about our collection and use of your Personal Information over the past 12 months for the above business and commercial purposes. To submit an access request, see Exercising Access and Deletion Rights. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- 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 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.
- If we sold or disclosed your Personal Information for a business purpose, two separate lists disclosing:
 - sales, identifying the Personal Information categories that each category of recipient purchased; and
 - disclosures for a business purpose, identifying the Personal Information categories that each category of recipient obtained.

Deletion Request Rights

California residents have the right to request that ActivArmor delete your Personal Information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your Personal Information from our records, unless certain exceptions apply.

Exercising Access and Deletion Rights

To exercise the access and deletion rights described above, please submit a verifiable consumer request to us by either:

- Calling us at 1-800-583-6690
- Emailing us at info@ActivArmor.com

Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child. You may only make a verifiable consumer request for access 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.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Other California Privacy Rights

California Civil Code Section 1798.83 (California's "Shine the Light" law) permits users of our website that are California residents and who provide Personal Information in obtaining products and services for personal, family, or household use to request certain information regarding our disclosure of Personal Information to third parties for their own direct marketing purposes. If applicable, this information would include the categories of Personal Information and the names and addresses of those businesses with which we shared your Personal Information with for the immediately prior calendar year (e.g. requests made in 2020 will receive information regarding such activities in 2019). You may request this information once per calendar year. To make such a request, please contact us by email at info@ActivArmor.com.

NOTICE OF CHANGES TO OUR PRIVACY POLICY

We reserve the right to make changes to this Privacy Policy at any time. It is our policy to post any changes we make to our Privacy Policy on this page. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account if we have an email address for you. All changes are effective immediately upon posting to this page; the date the Privacy Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting this Privacy Policy to check for any changes.