

# EngineEars Inc.

## Privacy Policy

Effective Date: November 10, 2025

This Privacy Policy is applies to <http://www.engineears.com>, and any other websites, online applications, blogs, social network sites, or other online or wireless sites, accessed via computer, mobile device, or other technology (collectively, the “Sites”) that may be operated by or for EngineEars Inc, and its parents, subsidiaries, and affiliate entities worldwide (individually and collectively referred to as “Company,” “we,” “our,” or “us”). It explains how we collect information from users of the Sites (collectively, “you” or “your”) and how we use such information. Please read this privacy policy (“Privacy Policy”) carefully; once you consent to this Privacy Policy and its terms, it creates legal obligations on you and us. Please also read our terms of use (“Terms of Use”) which govern the basic operations of the Sites.

**By accessing the Site, you acknowledge this Privacy Policy and agree to be bound by the terms hereof, the Terms of Use, and any other terms or policies we post on the Site. If at any time you do not agree with the terms of this Privacy Policy or the Terms of Use, you should immediately stop using or visiting the Sites. If at any time you seek to adjust the manner in which we use cookies with respect to your use of our Site, please make the adjustments to the “Preferences” tab in the Cookie Preferences option.**

**Our Site may contain links to other websites for your convenience and reference. We are not responsible for the privacy practices or the content of those sites.**

**We reserve the right to change or update this Privacy Policy by posting such changes or updates to the Site or emailing you notice of the changes. Amendments to this Privacy Policy will be posted at this URL and will be effective when posted. Your continued use of the Site following the posting of any amendment, modification or change shall constitute your acceptance thereof.**

### **1. The Information We Collect and Use**

#### ***A. Non-Personally Identifiable Information.***

When you use the Sites, we may collect certain data that does not tell us specifically who you are (“Non-Personally Identifiable Information”). It includes things like your Internet Protocol (IP) address, browser type, and the last domain you visited before coming to our Sites or the domain you go to when you leave. It also includes various statistical data such as which pages you visit our Sites, how long you stay on them, and what you click.

We may place a “cookie” on your computer. A cookie is a small amount of data, which often includes an anonymous unique identifier, sent to your browser from a Sites’ computers and stored on your computer’s hard drive. Our “preference” cookie expires after thirty (30) days. We may use cookies to keep track of your choice of language and home page preference; to understand your exposure to certain Internet advertisements as you use the Sites, and to gather usage data that will help us generally improve the quality of the Sites. There is a simple procedure in most browsers that allows you to deny or accept cookies. You should note that cookies may be necessary to provide you with certain features on the Sites.

We also may use a small piece of code (sometimes referred to as “1x1 clear pixel,” “Web beacon” or “clear GIF”) placed in our Sites to help us gather additional information about which parts of the Site receive the most visitors and other user traffic patterns, and enable us to administer the Site.

No Personally Identifiable Information (as defined herein) is collected through our cookies or web beacons. However, we may, from time to time, allow advertisers, third-party advertising networks, and third-party advertising serving companies to serve advertisements directly to you within the Sites. By serving these advertisements directly to you, these companies can set their own cookies on your computer, which may not expire, and trigger their own web beacons. If you would like to contact the advertisers, third-party advertising networks, and third-party advertising serving companies with which we have relationships to learn more about their privacy policies and what options (if any) they offer to opt out of their data collection, please visit their websites.

#### ***B. Personally Identifiable Information.***

We also may collect adequate, relevant and reasonably necessary information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked with, directly or indirectly, you (“Personally Identifiable Information” and, together with Non-Personally Identifiable Information, “Information”). We only collect Personally Identifiable Information when you specifically provide it to us.

Personally Identifiable Information we collect may include:

- **Contact details**, such as name, company name, postal or shipping address, billing address, telephone number, email address;
- **Device identifiers**, such as cookies and IP addresses;
- **Device information**, such as hardware and software settings, device name, the type and version of your web browser, and referrer addresses that can function to identify your device;
- **Location information**, such as information about your physical or geographic location through information provided by your or by use of such means as GPS or by using other geolocation tools in your devices;
- **Financial and transaction data**, such as credit or debit card number, and bank account information;

- **Tracking information** that we or a third party may collect; and
- **Other personal data**, such as date of birth or age.

### *C. When do we collect Information.*

We collect information from you when you register on our Site, obtain a subscription to or use certain features of the Site, book a service, subscribe to a newsletter, fill out a form, enter information on our site, or automatically as you navigate our Site. We collect Non-Personally Identifiable Information and Personally Identifiable Information through the following means and technologies:

- **Contacting our Company.** You can contact us with questions or comments—for example, you can contact us to learn more about our services. In order to communicate with us, you must provide certain Personally Identifiable Information.
- **Information Provided to Third Parties.** We may engage third parties to perform certain services for us or on our behalf, including but not limited to verification, payment processing, customer service, telecommunications, etc. Any communication by you on the Site may be managed by such third parties, and we may obtain those communications by the applicable service provider with your Personally Identifiable Information that you provide.
- **Newsletters.** We may offer newsletters and other content about our Company, our services, and other issues that we believe may be of interest to you. We will use Personally Identifiable Information to provide you with this content. You can opt-out of receiving this content, by following the instructions set out on our Site or by contacting us at [support@engineears.com](mailto:support@engineears.com).
- **Device Identifiers; Logs; IP Addresses.** To determine whether your device is supported by the Site and services, we may collect certain Information about your device and network, including your IP address, your operating system and browser, your device model, information about your use of the Site or services, as well as the presence of any software that the Site or services may require to operate with your device, or other third party software or mobile apps on your device. We automatically receive and record this information in log files, and this is generally Non-Personally Identifiable Information.
- **Cookies.** A cookie is a small amount of data that is sent to your browser from a website's computers and stored on your computer's hard drive. Cookies can be used to provide you with a tailored user experience and to make it easier for you to use a website upon a future visit. We may include cookies on the Site and use them to recognize you when you return to the Site. You may choose not to accept cookies. Important: Any adjustments you may make to the settings in your browser software concerning the acceptance or refusal of cookies may modify your browsing on the Internet and your terms of access to certain services requiring use of these cookies. For example, by refusing certain essential cookies, you may no longer be able to place orders on our Site. If you choose to refuse the registration of cookies on your terminal or if you delete cookies that are already registered, we decline all

responsibility for any consequences relating to the degraded performance of our services resulting from the fact we are unable to register or consult the cookies required for their performance and which you have refused or deleted.

- **Beacons and Tags.** The Site may use certain data collection technologies that rely on (i) beacons; (ii) pixel tags and object hyperlinking tags; and (iii) other means to link an object to an Internet address, a remote software application, a remote database, or other remote means of receiving or processing information. We may use these technologies to tell us what parts of the Site have been visited or to measure the effectiveness of searches that users perform on the Site. These technologies also enable us to send e-mail messages in a format users can efficiently read, to learn whether these e-mail messages have been opened, and to help ensure, for example, that our messages are of interest to our users. These technologies provide us with Information.
- **Click-Throughs.** We may send e-mail messages or display links that use a “click-through URL” linked to the Site or to another resource. When you click one of these URLs, you pass through our web server before arriving at the destination website page or other resource. Click-throughs may use and collect Non-Personally Identifiable Information. We may track this click-through data to help determine interest in particular topics and measure the effectiveness of our user communications.
- **Links to Third-Party Sites.** The Site may also contain links or produce search results that reference links to third party websites (collectively “Linked Sites”), such as those to visit our pages on social media websites. Our Company has no control over these Linked Sites or their content and does not assume responsibility or liability for any content, opinions, material available on Linked Sites, or such Linked Sites’ privacy practices with respect to information that you provide to the Linked Sites. Our Company does not endorse the content of any Linked Site, nor does our Company warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other web-access device. By using the Site to search for or link to another site, you agree and understand that such use is at your own risk. For example, if you submit Personally Identifiable Information to a Linked Site, then the Personally Identifiable Information that you submit shall be governed by the Linked Site’s privacy policy and/or terms of use, and not by our Company’s Privacy Policy, and Terms of Use.
- **Other Technologies and Data Sources.** We may combine Personally Identifiable Information that you provide to us with other data, including demographic information (such as age, job industry, or job title) for purposes of responding to your inquiries, and for other purposes specified in this Privacy Policy. If information we combine in this manner includes your Personally Identifiable Information, we will treat the combined information as your Personally Identifiable Information for all purposes under this Privacy Policy.

#### ***D. How do we use your Information.***

We use the information we collect or process, including Anonymous Information, Non-Personally Identifiable Information, and Personally Identifiable Information, as permitted

under applicable law, including where the use is based on (i) the consent you provide to us at the point of collection; (ii) performance of our agreement to provide you with the Services; (iii) compliance with our legal obligations; and/or (iv) our Legitimate Interests (“Legitimate Interests”), as well as a third party's Legitimate Interests.

More specifically, we use the Information we collect for some or all of the following:

<b>Our Uses of the Information</b>	<b>Bases for Our Use</b>
To provide you with the services you request and, specifically, to allow us to send you e-mail with information	<ul style="list-style-type: none"> <li>• Performance and management of our agreement with you</li> </ul>
To conduct fraud monitoring, prevention, and detection activities	<ul style="list-style-type: none"> <li>• Our Legitimate Interests</li> </ul>
To respond to your inquiries	<ul style="list-style-type: none"> <li>• Performance and management of our agreement with you</li> <li>• Our Legitimate Interests</li> </ul>
To customize your visit to and use of the Site and services.	<ul style="list-style-type: none"> <li>• Our Legitimate Interests</li> </ul>
To determine which of our products, services, and content (including, if applicable, our newsletter) might interest you and, upon making this determination, to provide you with the associated information.	<ul style="list-style-type: none"> <li>• Your consent</li> <li>• Our Legitimate Interests</li> </ul>
To track access to and use of the Site and services, and conduct data and other analyses, including anonymization and aggregation of Information	<ul style="list-style-type: none"> <li>• Our Legitimate Interests</li> </ul>
To perform internal administration, auditing, operation, and troubleshooting for the Site and services	<ul style="list-style-type: none"> <li>• Our Legitimate Interests</li> </ul>
To engage in the activities specified in “How We Share Your Information”	<ul style="list-style-type: none"> <li>• Our Legitimate Interests</li> <li>• Compliance with our legal obligations</li> <li>• Performance and management of our agreement with you</li> </ul>
To evaluate and improve the Site, services, and our communications, and to develop and test new services and content	<ul style="list-style-type: none"> <li>• Our Legitimate Interests</li> </ul>

Our Uses of the Information	Bases for Our Use
To comply with Applicable Law	<ul style="list-style-type: none"> <li>• Compliance with our legal obligations</li> </ul>

We reserve the right, but have no obligation, to monitor Information, comments or other content that you voluntarily disclose and post to the Sites. We reserve the right to remove any such Information or material for any reason or no reason, including without limitation, if in our sole opinion such Information or material violates, or may violate, any applicable law or the Terms of Use or to protect or defend our rights or property or those of any third party. We also reserve the right to remove Information upon the request of any third party.

***E. How we share your Information***

We value your privacy. We do not sell, trade, or otherwise transfer to outside parties your Information unless we provide users with advance notice. This does not include website hosting partners and other parties who assist us in operating our Site, conducting our business, or serving our users, so long as those parties agree to keep this information confidential. We may also release information when its release is appropriate to comply with the law, enforce our site policies, or protect our or others’ rights, property or safety.

We share as follows:

**Our Service Providers** (“Service Providers”). We engage third parties to perform functions on our behalf, and these may include functions such as creating your account, maintaining the Site, providing additional platform features, collecting Information, responding to and sending e-mail or other messages, payment processing, and other functions useful to our business. In this capacity, we may provide Service Providers with Information, which they may transfer to their affiliates, and they will only process your personal data on our instructions, and they are subject to a duty of confidentiality. The following are examples:

- We may use service providers to provide customer service (where applicable) or marketing support, such as to process and distribute e-mail. These service providers generally require access to your Information in order to perform these services.
- We may use analytics service providers to assist us in understanding and using Non-Personally Identifiable Information and other information that we collect via the Site. A service we use in this regard is Google Analytics, and information concerning how Google uses the information is available at <https://policies.google.com/privacy/partners>, and opt-out options specific to Google Analytics are available at <https://tools.google.com/dlpage/gaoptout>.
- We may share your Personally Identifiable Information when you create an account and/or sign up to our Site with Google.
- Google’s advertising requirements can be summed up by Google’s Advertising Principles. They are put in place to provide a positive experience for users. <https://support.google.com/adwordspolicy/answer/1316548?hl=en>

- Google, as a third-party vendor, uses cookies to serve ads on our site. Google's use of the DART cookie enables it to serve ads to our users based on previous visits to our site and other sites on the internet. Users may opt-out of the use of the DART cookie by visiting the Google Ad and Content Network privacy policy.
- We, along with third-party vendors such as Google, use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to compile data regarding user interactions with ad impressions and other ad service functions as they relate to our Website.
- Our Site includes links to third party websites and other API's offering services that augment those services offered on our Site.
- We may use service providers to anonymize and aggregate Information in order to generate anonymous information ("Anonymous Information").
- We may engage service providers to analyze the interests and attributes of our users and, using techniques based on Anonymous Information and Non-Personally Identifiable Information, identify others who might share those interests and attributes. We then use this information to reach out to relevant market segments to provide them information concerning the Site or services.

If you would like to see our full list of our service providers and their respective data and privacy policies in relation to Company, please contact us at [support@engineears.com](mailto:support@engineears.com).

**Questions of Harm; Legal Process.** We may disclose your Information to third parties, including law enforcement agencies, attorneys, and private investigator organizations, where it is necessary, or where we have a good faith belief that it is necessary:

- To comply with legal process;
- To protect and defend our rights and property, including the Site and associated content;
- To protect against misuse or unauthorized use of the Site or services;
- To protect the personal safety or property of Site users or the public, including your personal safety or property (it being understood that we assume no duty to provide, or monitor the need for, such protections); and
- To cooperate with public and government authorities including, where required, authorities outside your jurisdiction.

While you are not able to opt out of this use of Information, we will take reasonable steps to limit such use and disclose only the information we reasonably believe is necessary for the above purposes. If we receive legal process calling for the disclosure of your Information, we will attempt to notify you within a reasonable amount of time, unless such notification is not permitted.

**Transfer of the Site.** We shall be entitled to transfer Information that we collect to a third party in connection with a reorganization, merger, sale, joint venture, assignment, transfer, or other disposition (including a disposition in connection with a bankruptcy or similar proceedings) of all or substantially all assets or stock of the business unit or division responsible for the information under this Privacy Policy; provided the acquiring third party

has agreed to safeguard your Information with protections that are compatible with those set out in this Privacy Policy.

**Our Affiliates.** We may choose to rely on and share the information we collect with our affiliates. By “affiliate” we mean an entity that is closely related to us, such as an entity that controls, is controlled by, or is under common control with, us, as well as entities we have contracted with, our affiliates will be bound by the terms of this Privacy Policy.

***F. How do we protect your Information.***

We recognize the sensitivity of our users’ Information, and we have put in place security systems designed to prevent unauthorized access to or disclosure of this information. Our security systems include physical, technical, and administrative information security controls, and we take commercially reasonable steps to secure and safeguard such Information in accordance with applicable law. To that end, your Information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems and are required to keep the Information confidential. In addition, all sensitive Information you supply is encrypted via Secure Socket Layer (SSL) technology. We use regular Malware Scanning. We implement a variety of security measures when a user places an order enters, submits, or accesses their information to maintain the safety of your Information. All transactions are processed through a gateway provider and are not stored or processed on our servers. We cannot guarantee that such Information will not be intercepted by third parties, and we will not be liable for any breach of the security of your Information resulting from causes or events that are beyond our control, including, without limitation, your own act or omission, corruption of storage media, defects in third-party data security products or services, power failures, natural phenomena, riots, acts of vandalism, hacking, sabotage, or terrorism, and we are not responsible for unauthorized circumvention of any privacy settings or security measures contained on the Site.

Please be advised that we will never send e-mails asking you to provide or confirm credit card numbers, dates of birth, usernames or passwords. Such an e-mail is an example of “phishing” or “spoofing” (i.e., counterfeit websites purporting to be from a legitimate company and designed to trick recipients into divulging personal information in order to steal identities and financial account credentials). If you receive a “phishing” or “spoofing” e-mail, DO NOT click on any link contained in the e-mail.

***Our Retention of Data.*** We retain Information for the period of time necessary to fulfill the purposes for which we obtained the Information and consistent with applicable law. We use the following criteria to set our retention periods: (i) the duration of our relationship with you; (ii) the existence of a legal obligation as to the retention period; and (iii) the advisability of retaining the information in light of our legal position (for example, in light of applicable statutes of limitations, litigation, or regulatory investigations).

***Accuracy and Minimization of Data.*** We take reasonable steps (i) to maintain the accuracy of the Information we process, and (ii) to limit the Information that we process to that

which is reasonably necessary for the purposes for which we obtained the information.

***Accessing and Updating Your Information.*** If you would like to review, correct, or update the Information that you have provided to us or if you would like to request an electronic copy of this Information for purposes of transmitting it to another company (to the extent applicable law provides you with this right to data portability) you may make such requests via e-mail at [support@engineears.com](mailto:support@engineears.com).

***Your Right to Opt-Out; Right of Access; Object to Processing; Deleting Information; Unsubscribing to E-mail.*** When you create a user account with us, whether directly on our Site or using one of our third party service providers, unless otherwise prohibited by applicable law, you agree to be automatically opted in to be included on our email lists and to receive emails from us directly. You can manage some of your messaging preferences, but note that you cannot opt out of receiving certain administrative, transactional or legal messages from EngineEars Inc. To opt out of all email marketing messages from us, you must follow the instructions provided within each email or contact us at [support@engineears.com](mailto:support@engineears.com).

***Right of Access.*** Subject to certain exceptions, you have the right to have access to and/or correct any Information our company holds about your personal data. If you wish to make a Subject Access Request (“SAR”), please contact [support@engineears.com](mailto:support@engineears.com) for any questions related to the right to access and/or correction of Information you have shared with us.

***Deleting Information.*** Upon your request, we will take reasonable steps to remove your name and e-mail address from our databases. Please understand, however, that if you request the deletion of your information, you will no longer be able to receive certain services. In addition, it may be impractical (or essentially impossible) to remove the requested Information completely, due to requirements promulgated by applicable law, and/or data backups and records of deletions. As such, certain Information may remain in our databases following the deletion of your account; we will continue to treat the remaining information (if any) in accordance with this Privacy Policy and applicable law.

***Objections.*** If you object to our processing of your Information, and a request for us to delete this Information is not, in your view, sufficient, please contact us as provided in Contact Us.

***Anonymous Information.*** We will not delete Anonymous Information from our database, and nothing in this Privacy Policy restricts our use of Anonymous Information.

***Your “Right to be Forgotten.”*** If you are protected by the GDPR with respect to our use of your Information, upon proper request, we may take the steps set out in the GDPR to erase your Information, including Information that may be publicly available via the Site. Notwithstanding the above, the services are not intended for European Union (EU) residents. If you provide us with Information, you understand that your Information may

be stored in the United States and other countries that may not or do not provide the same level of protection as the EU. By using and accessing our services, users who reside or are located in countries outside of the United States agree and consent to the transfer and processing of Information on servers located outside of the country where they reside and acknowledge that the protection of such information may be different than required under the laws of their residence or location.

***Do not Track.*** We honor Do Not Track signals and Do Not Track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

***Advisory Regarding Participation by Children and Teens.*** Under U.S. Federal Law (as reflected in the Children's Online Privacy Protection Act), **WE DO NOT COLLECT OR STORE ANY INFORMATION FROM INDIVIDUALS THAT WE KNOW ARE UNDER THE AGE OF 13.** If you wish to receive further information concerning privacy policies in general, and concerning online social networking and safety, you should visit the following website: <http://www.ftc.gov/privacy/index.html>. If a parent or guardian believes that the service has collected the Information of a child under the age of 13, please contact us. Additionally, if you are a parent or guardian who believes that your child has submitted Information without your permission, upon request, we will promptly: (a) provide direct notice to you indicating what, if any, Information of your child has been collected and how it has been used and/or disclosed; (b) remove your child's Information or other information from our database, cease the use of such information and direct any other party with access to such information to do the same; and (c) notify you of our compliance with the above.

***Fair Information Practices.*** The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information. In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify you via e-mail:

- Within 7 business days

We will notify the users via in-site notification:

- Within 7 business days

We also agree to the Individual Redress Principle which requires that individuals have the right to legally pursue enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or government agencies to investigate and/or prosecute non-compliance by data processors.

***CAN-SPAM Act.*** The CAN-SPAM Act is a law that sets the rules for commercial e-mail,

establishes requirements for commercial messages, gives recipients the right to have e-mails stopped from being sent to them, and spells out tough penalties for violations. We collect your e-mail address in order to:

- Send information, respond to inquiries, and/or other requests or questions
- Process orders and to send information and updates pertaining to orders.
- Send you additional information related to your product and/or service
- Market to our mailing list or continue to send e-mails to our clients after the original transaction has occurred.

To be in accordance with CAN-SPAM, we agree to the following:

- Not use false or misleading subjects or e-mail addresses.
- Identify the message as an advertisement in some reasonable way.
- Include the physical address of our business or site headquarters.
- Monitor third-party e-mail marketing services for compliance, if one is used.
- Honor opt-out/unsubscribe requests quickly.
- Allow users to unsubscribe by using the link at the bottom of each e-mail.

If at any time you would like to unsubscribe from receiving future e-mails, you can e-mail us at the address listed at the bottom of each e-mail and we will promptly remove you from all correspondence.

For more information, please see the Text Messages and Telephone Communications section below.

### **3. Data Subject Rights**

#### ***A. Access to your Information***

You may contact us at any time if you would like to see the Information we hold about you, or to ask us to correct or update this Information, or to ask us to delete it. Please contact us if you have questions or wish to take any action with respect to Information to which this Privacy Policy applies (see below for contact information). In addition, where we confirm that we are processing your Information, and you're your request, we will arrange access to the Information along with the following information:

- the categories of Information collected and processed;
- the recipients or categories of recipients to whom the Information has been or will be disclosed, in particular recipients in third countries (outside of the European Economic Area ("EEA") or international organizations;
- the period for which the Information will be stored, or, if not possible to be determined, the criteria used to determine that period;
- the existence of the right to request from us, rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;
- the right to lodge a complaint with a supervisory authority;
- where Information was not collected directly from the you, any available information as to its source;

- the existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) of the GDPR and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.
- Where your Information is transferred to a third country, you also have the right to be informed of the appropriate safeguards we have put in place pursuant to Article 46 of the GDPR relating to the transfer.

***Copies Of The Data.*** We may provide, where requested as it applies, a copy of that data, relating to you, which are being processed, subject to the restrictions as noted in Article 23 of the GDPR.

***Deletion/Erasure.*** Where you, as the data subject, wish the erasure of your Information, we will fulfill your request should one of the following grounds apply:

- the Information is no longer necessary in relation to the purposes for which it was collected or otherwise processed, e.g. the provision of our services;
- where processing is based solely upon your required consent, and you withdraw this consent on which the processing is based;
- where you object to the processing, and where there are no overriding legitimate grounds for the processing;
- where you can demonstrate that the Information has been unlawfully processed;
- where you provide notice that the Information must be erased for compliance with a legal obligation as contained in a stated Union or Member State law to which the controller is subject; or
- where we are unable to demonstrate proper reliance on an exception under 17 (3) of the GDPR.

***Right To Erase Data.*** Where we have publicly disclosed your data and where personal data is held and where you have made a valid request to erase your Information, we will, taking into account the available technology and the cost of implementation, take reasonable steps, including technical measures, to inform any controllers which are processing that personal data, of your request for erasure.

***Data Portability.*** We shall provide an ability for any client to obtain a copy of all data within their account regarding any created links, save such data which has been erased by you as a service user.

#### **4. Notice to California Consumers**

If you are a user of the Sites and a California resident, the California Consumer Privacy Act (“CCPA”), the California Privacy Rights Act (“CPRA”) and California’s “Shine the Light” law (California Civil Code § 1798.83) grants you specific rights regarding your Information.

##### ***A. Right to Access the Information Collected, Disclosed, or Sold***

As a California consumer, you have the right to request that we disclose certain information to you about our collection and use of your Information over the past twelve (12) months. Once we receive and confirm your verifiable consumer request as described below, we will disclose to you:

- The categories of Information we collected about you.
- The categories of the sources for the Information we collected about you.
- Our business or commercial purpose(s) for collecting, selling, or sharing that Information.
- The categories of third parties to whom we disclose, sell, or share that Information.
- The specific pieces of information we collected about you.

### ***B. Right to Request Deletion of Information***

As a California consumer, you have the right to request that we delete any or all of the Information that we collected from you or about you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete your Information from our records and notify all of our services providers or third parties to whom we have sold or shared such Information, to delete your Information, unless this proves impossible or involves disproportionate effort.

We may deny your request to delete your Information if retaining the Information is necessary for us, our service providers, or our contractors to:

- Complete the transaction for which we collected the Information, fulfill the terms of a written warranty or product recall conducted in accordance with applicable law, provide a good or service that you requested, take actions reasonably anticipated by you within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Help to ensure security and integrity to the extent the use of your Information is reasonably necessary and proportionate for those purposes.
- Debug to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
- Engage in public or peer-reviewed scientific, historical, or statistical research that conforms or adheres to all other applicable ethics and privacy laws, when the information's deletion is likely to render impossible or seriously impair such research, if you previously provided informed consent
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us and compatible with the context in which you provided the information.
- Comply with a legal obligation.

### ***C. Right to Correct Inaccurate Information***

As a California consumer, you have the right to request that we correct any inaccurate Information that we have retained about you, taking into account the nature of the

Information and the purposes of the processing of the Information.

***D. Right to Limit use and Disclosure of Sensitive Information***

As a California consumer, you have the right to direct that we limit our use of your sensitive Information to that use which is necessary:

- To perform the services or provide the goods reasonably expected by an average consumer who requests such goods or services.
- To help ensure security and integrity to the extent the use of your sensitive Information is reasonably necessary and proportionate for these purposes.
- For short-term, transient use, including but not limited to, non-personalized advertising shown as part of your interaction with us, provided that your sensitive Information is not disclosed to another third party and is not used to build a profile about you or otherwise alter your experience outside the current interaction with us.
- To perform services on behalf of us, or our service providers, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of us.
- To undertake activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by us, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by us.

If you would like to limit the use and disclosure of your sensitive Information with Company, please contact us at [support@engineears.com](mailto:support@engineears.com).

***E. Right to Opt-Out of the Sale or Sharing of Information***

As a California consumer, you have the right to direct that we not sell or share (as those terms are defined in the CCPA and CPRA, respectively) your Information. If you would like to opt-out of the sharing or sale of your Information shared with Company, please contact us at [support@engineears.com](mailto:support@engineears.com).

***F. Right to Non-Retaliation if You Exercise any of Your Rights***

As a California consumer, you have the right not to be discriminated against for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, if you exercise any of your California rights, 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.

***G. How to Exercise Your Rights to Know and to Delete***

To exercise your rights to know and/or to delete described above, please submit a verifiable

consumer request to us by emailing us at [support@engineears.com](mailto:support@engineears.com) for any privacy questions related to Information shared with us.

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 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 or request to know the Information we disclose to service providers or third parties 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 Information.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request if we cannot verify your identity or authority to make the request and confirm the Information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

#### ***H. Response Timing and Format***

We will confirm receipt of your verifiable consumer request within ten (10) business days and provide you with information about how we will process the request, describing our verification process and when you should expect a response. We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period immediately preceding our receipt of your verifiable request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your Information that is useable and should allow you to transmit the information from one entity to another entity.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### ***I. Information We Collect From California Consumers***

We collect Information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Information does not include:

- Publicly available information or lawfully obtained, truthful information that is a matter of public concern.

- Deidentified or aggregated consumer information
- Affiliates not under our control.

Within the last twelve (12) months, we have collected the following categories of Information from California consumers. Some of the categories may overlap with each other. The below also shows the categories of Information that we have shared for a business and/or commercial purpose within the last twelve (12) months. When we disclose Information, we enter into a contract that describes the purpose and requires the recipient to both keep that Information confidential and not use it for any purpose except performing the contract.

<b>Category of Information</b>	<b>Examples</b>	<b>Shared for a business purpose</b>	<b>Shared for a commercial purpose</b>
Identifiers	A real name, postal address, unique personal or online identifier, Internet Protocol (IP) address, email address, telephone number	YES	NO
Information described in the California Customer Records statute (Cal.Civ.Code §1798.80(e))	All of the Identifiers listed above, plus: Card number, debit card number, or any other financial information	YES	NO
Commercial information	Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies	YES	NO
Inferences drawn of other categories of Information	A profile created about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes	YES	NO
Sensitive Information	Account Log-In Financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account.	YES	NO

Category of Information	Examples	Shared for a business purpose	Shared for a commercial purpose
	Precise geolocation		

***J. Use of Information***

We may use or disclose the Information we collect for one or more of the following business purposes:

- To fulfill or meet the reason for which the information is provided. For example, if you provide us with Information in order for us to fulfill your product order.
- To provide you with information, products or services that you request from us.
- To provide you with email alerts, event registrations and other notices concerning our products or services, or events or news, that may be of interest to you.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.
- To improve our Sites and present the contents to you.
- For testing, research, analysis and product/service development.
- As necessary or appropriate to protect the rights, property or safety of us, our Users, or others.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your Information or as otherwise set forth in the CCPA, CPRA or any other applicable law.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Information held by us is among the assets transferred.

We may also use or disclose the Information we collect for the following commercial purpose:

- To advance our commercial or economic interests, such as by inducing another person to buy, rent, lease, join, subscribe to, provide, or exchange products, goods, property, information, or services, or enabling or effecting, directly or indirectly, a commercial transaction.

We will not collect additional categories of Information or use the Information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### ***K. Sharing Information***

We may disclose your Information to a service provider or third party for a business and/or commercial purpose. When we disclose Information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that Information confidential and not use it for any purpose except performing the contract.

We disclose your Information for a business purpose to the following categories of third parties:

- Company owner.
- Our affiliates.
- Our service providers
- Third parties to whom you authorize us to disclose your Information in connection with products or services we provide to you.
- Advertising and marketing companies who deliver our advertisements and promotions to you.

### ***L. Sale of Information***

In the preceding twelve (12) months, we have not sold any Information for monetary consideration. We do, however, disclose information for a commercial purpose by working with companies to deliver advertisements to you across the Internet. If you do not wish to have your Information used for this purpose by Company, please click the “Do Not Share My Information” or contact us at [support@engineears.com](mailto:support@engineears.com).

We do not knowingly sell or share Information of minors under 16 years of age without affirmative authorization.

### ***M. Additional Information***

Under California Civil Code sections 1798.83-1798.84, California residents are entitled to ask us for a notice describing what categories of Information we share with third parties or corporate affiliates for those third parties or corporate affiliates' direct marketing purposes. That notice will identify the categories of information shared and will include a list of the third parties and affiliates with which it was shared, along with their names and addresses. If you are a California resident and would like a copy of this notice, please submit an email request to the following email address [support@engineears.com](mailto:support@engineears.com) if you have shared your Information with Company, and include the words “CALIFORNIA PRIVACY” in the subject line. You must put the statement “Your California Privacy Rights” in the body of the request and state the name of our specific Site with respect to which you are requesting the information as well as your name, street address, city, state, and zip code.

Please note the following:

- Users can visit the Site anonymously without providing their Information, but we may collect Information, such as IP addresses, automatically through the use of cookies or other tracking technologies;
- We will add a link to this Privacy Notice on our home page, or at a minimum, on the

- first significant page after entering the Site;
- Our Privacy Policy link includes the word “Privacy” and can easily be found on the page specified above;
  - Users will be notified of any privacy policy changes on our Privacy Policy page;
  - Users are able to change their Information by emailing us, by calling us, or updating their Information in their online accounts with us;
  - Some Internet browsers include the ability to transmit “Do Not Track” signals that give you control over the collection and use of web browsing information. We will recognize and process such signals in users’ web browsers; and
  - We allow the collection of users' behavioral tracking by third parties for analytical and marketing purposes.

#### ***N. Grievances and Complaints***

Under California Civil Code Section 1789.3, residents of California who use this Site are entitled to know that they may file grievances and complaints with: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210, or by email at [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

### **5. Notice to Consumers of Other States**

#### ***A. Other State-Specific Privacy Rights***

If you are a resident of Colorado, Connecticut, Delaware, Florida, Indiana, Iowa, Montana, Oregon, Tennessee, Texas, Utah, and Virginia, please note that such states provide (now or in the future) you with the following rights:

- **Right to access the Information collected, disclosed and/or sold.** Once we receive and confirm your verifiable consumer request as described below, we will disclose to you:
  - The categories of Information we collected about you.
  - The categories of the sources for the Information we collected about you.
  - Our business or commercial purpose(s) for collecting, selling, or sharing that Information.
  - The categories of third parties to whom we disclose, sell, or share that Information.
  - The specific pieces of Information we collected about you.
- **Right to request deletion of your Information.** You have the right to request that we delete any or all of the Information that we collected from you or about you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete your Information from our records and notify all of our services providers or third parties to whom we have sold or shared such Information, to delete your Information, unless this proves impossible or involves disproportionate effort.
  - We may deny your request to delete your Information if retaining the Information is necessary for us, our service providers, or our contractors to:
  - Complete the transaction for which we collected the Information, fulfill the

terms of a written warranty or product recall conducted in accordance with applicable law, provide a good or service that you requested, take actions reasonably anticipated by you within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

- Help to ensure security and integrity to the extent the use of your Information is reasonably necessary and proportionate for those purposes.
  - Debug to identify and repair errors that impair existing intended functionality.
  - Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
  - Engage in public or peer-reviewed scientific, historical, or statistical research that conforms or adheres to all other applicable ethics and privacy laws, when the information's deletion is likely to render impossible or seriously impair such research, if you previously provided informed consent
  - Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us and compatible with the context in which you provided the information.
  - Comply with a legal obligation.
- **Right to correct inaccurate Information.** You have the right to request that we correct any inaccurate Information that we have retained about you, taking into account the nature of the Information and the purposes of the processing of the Information.
  - **Right to limit use and disclosure of sensitive Information.** you have the right to direct that we limit our use of your sensitive Information to that use which is necessary:
    - To perform the services or provide the goods reasonably expected by an average consumer who requests such goods or services.
    - To help ensure security and integrity to the extent the use of your sensitive Information is reasonably necessary and proportionate for these purposes.
    - For short-term, transient use, including but not limited to, non-personalized advertising shown as part of your interaction with us, provided that your sensitive Information is not disclosed to another third party and is not used to build a profile about you or otherwise alter your experience outside the current interaction with us.
    - To perform services on behalf of us, or service providers, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of us.
    - To undertake activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by us, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by us.
  - **Right to opt-out of the sale or sharing of Information.** You have the right to direct that we not to sell or share (as those terms are defined in the respective state consumer privacy regulations) your Information. If you would like to opt-out of the sharing or sale of your Information shared with us, please contact us at [support@engineears.com](mailto:support@engineears.com).
  - **Right to non-retaliation if you exercise any of your rights.** you have the right not to be discriminated against for exercising any of your Respective state consumer

privacy rights. Unless permitted by applicable laws, if you exercise any of your rights, 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.

### ***B. How to Exercise your Rights to Know and to Delete***

To exercise your rights to know and/or to delete described above, please submit a verifiable consumer request to us by contacting us at [support@engineears.com](mailto:support@engineears.com) for any privacy questions related to Company.

Only you or a person registered with the applicable Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your 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 or request to know the Information we disclose to service providers or third parties twice within a twelve (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 Information.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.
- We cannot respond to your request if we cannot verify your identity or authority to make the request and confirm the Information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

### ***C. Response Timing and Format***

We will confirm receipt of your verifiable consumer request within ten (10) business days and provide you with information about how we will process the request, describing our verification process and when you should expect a response. We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the twelve (12)-month period immediately preceding our receipt of your verifiable request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your Information that is useable and should allow you to transmit the information from one entity to another entity.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### ***D. Information We Collect From You***

We collect Information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Information does not include:

- Publicly available information or lawfully obtained, truthful information that is a matter of public concern.
- Deidentified or aggregated consumer information

Some of the categories may overlap with each other. The below also shows the categories of Information that we have shared for a business and/or commercial purpose within the last twelve (12) months. When we disclose Information, we enter into a contract that describes the purpose and requires the recipient to both keep that Information confidential and not use it for any purpose except performing the contract.

#### ***E. Commercial information***

<b>Category of Information</b>	<b>Examples</b>	<b>Shared for a business purpose</b>	<b>Shared for a commercial purpose</b>
<b>Identifiers</b>	A real name, postal address, unique personal or online identifier, Internet Protocol (IP) address, email address, telephone number	YES	NO
<b>Information</b>	All of the Identifiers listed above, plus: Card number, debit card number, or any other financial information	YES	NO
Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies	YES	NO	NO
<b>Inferences drawn of other categories of Information</b>	A profile created about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes	YES	NO

Category of Information	Examples	Shared for a business purpose	Shared for a commercial purpose
<b>Sensitive Information</b>	Account Log-In Financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account, Precise geolocation.	NO	NO

We obtain the categories of Information listed above from the following categories of sources:

- *Directly from you.* For example, from information that you provide to us through our online forms, email, or other means.
- *Indirectly from activity on our Sites.* For example, from website usage details collected automatically.

#### ***F. Use of Information***

We may use or disclose the Information we collect for one or more of the following business purposes:

- To fulfill or meet the reason for which the information is provided. For example, if you provide us with Information in order for us to fulfill your product order.
- To provide you with information, products or services that you request from us.
- To provide you with email alerts, event registrations and other notices concerning our products or services, or events or news, that may be of interest to you.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.
- To improve our Sites and present the contents to you.
- For testing, research, analysis and product/service development.
- As necessary or appropriate to protect the rights, property or safety of us, our users, or others.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your Information or as otherwise set forth in your state's respective consumer privacy laws.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Information held by us is among the assets transferred.
- We may also use or disclose the Information we collect for the following commercial purpose:
- To advance our commercial or economic interests, such as by inducing another person to buy, rent, lease, join, subscribe to, provide, or exchange products, goods, property, information, or services, or enabling or effecting, directly or indirectly, a commercial

transaction.

- We will not collect additional categories of Information or use the Information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### ***G. Sharing Information***

We may disclose your Information to a service provider or third party for a business and/or commercial purpose. When we disclose Information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that Information confidential and not use it for any purpose except performing the contract.

We disclose your Information for a business purpose to the following categories of third parties:

- Our Affiliates
- Our service providers
- Third parties to whom you authorize us to disclose your Information in connection with products or services we provide to you.
- Advertising and marketing companies who deliver our advertisements and promotions to you.

### ***H. Sale of Information***

In the preceding twelve (12) months, we have not sold any Information for monetary consideration. We do, however, disclose information for a commercial purpose by working with companies to deliver advertisements to you across the Internet. If you do not wish to have your Information used for this purpose by Company, please click the “Do Not Share My Information” or contact us at [support@engineears.com](mailto:support@engineears.com).

We do not knowingly sell or share Information of minors under 16 years of age without affirmative authorization.

### ***I. Additional Information***

Residents of Colorado, Connecticut, Delaware, Florida, Indiana, Iowa, Montana, Oregon, Tennessee, Texas, Utah, Virginia and any other state with state-specific privacy laws are entitled to ask us for a notice describing what categories of Information we share with third parties or corporate affiliates for those third parties or corporate affiliates' direct marketing purposes. That notice will identify the categories of information shared and will include a list of the third parties and affiliates with which it was shared, along with their names and addresses. If you would like a copy of this notice, please submit an email request to the following email address [support@engineears.com](mailto:support@engineears.com) if you have shared your Information with Company, and include the words “CONSUMER PRIVACY” in the subject line, and you must put the statement “Your Privacy Rights” in the body of the request and state the name of our specific Site with respect to which you are requesting the information as well as your name, street address, city, state, and zip code.

Please note the following:

- Users can visit the Sites anonymously without providing their Information, but we may collect Information, such as IP addresses, automatically through the use of cookies or other tracking technologies;
- We will add a link to this Privacy Policy on our home page, or at a minimum, on the

- first significant page after entering the Sites;
- Our Privacy Policy link includes the word “Privacy” and can easily be found on the page specified above;
  - Users will be notified of any privacy policy changes on our Privacy Policy page;
  - Users are able to change their Information by emailing us, by calling us, or updating their Information in their online accounts with us;
  - Some Internet browsers include the ability to transmit “Do Not Track” signals that give you control over the collection and use of web browsing information. We will recognize and process such signals in users’ web browsers; and
  - We allow the collection of users' behavioral tracking by third parties for analytical and marketing purposes.

## **6. Notice to European Economic Area Consumers**

The following applies to you only if you are a resident of the European Economic Area.

This policy explains the rights that you have as a data subject pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the “GDPR”). It is important that you read this policy together with any other privacy policy or fair processing policy we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data.

This policy supplements other notices and our Privacy Policy and is not intended to override them.

By visiting or otherwise using the Site, you agree to its terms (including as amended from time to time) and this Privacy Policy. If, for any reason, you do not agree to the terms of this policy, please stop using this Site.

### ***A. The Data We Collect About You***

Personal data Information does not include data where the identity has been removed or anonymized.

We may collect, use, store and transfer different kinds of personal data about you, which we have categorized as follows:

- ***Identity Data:*** first name, last name, username or similar identifier, marital status, title, date of birth and gender.
- ***Contact Data:*** billing address, delivery address, email address and telephone numbers.
- ***Financial Data:*** bank account and payment card details.
- ***Transaction Data:*** details about payments to and from you and other details of products and services you have purchased from us.
- ***Technical Data:*** internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this Website.
- ***Profile Data:*** your username and password, purchases or orders made by you, your

interests, preferences, feedback and survey responses.

- **Usage Data:** information about how you use our Website, products and services.
- **Marketing and Communications Data:** your preferences in receiving marketing from us and our third parties and your communication preferences.

***If you fail to provide personal data.*** Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us, but we will notify you if this is the case at the time.

***Special Category Data.*** 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 offenses.

### ***B. How Is Your Personal Data Collected?***

***Direct interactions.*** When you use the Site to provide us with Information regarding your identity, contact and financial details by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:

- Order a service;
- Create an account on our Site;
- Subscribe to our service or publications;
- Request marketing to be sent to you;
- Enter a competition, promotion or survey;
- Participate in social media activities and engagements;
- Browse from page to page; or
- Give us feedback or contact us.

In these circumstances we may collect, store and use the personal data that you disclose to us.

***Automated technologies or interactions.*** As you interact with our Website, we will automatically collect data about your equipment, browsing actions and patterns. We collect this personal data by using technologies such as cookies and other similar technologies. Please see our cookie policy for further details.

***Third parties or publicly available sources.*** We will receive personal data about you from various third parties who may collect personal data including usage or statistical data through your use of the Website.

***Updating your Information.*** It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your

relationship with us.

If you want to update the information you have previously given to Company, contact: [support@engineears.com](mailto:support@engineears.com).

### ***C. How We Use Your Personal Data***

***Lawful basis for processing your information.*** We will only use your personal data when the law allows us to do so. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract, we are about to enter into or have entered into with you;
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests; or
- Where we need to comply with a legal obligation.

***Purposes for which we will use your personal data.*** We have set out below, in a table format, some examples of how we may use the information we collect about you and the lawful basis for doing so.

<b>Purpose / Activity</b>	<b>Type of Data</b>	<b>Lawful basis for processing including basis of legitimate interest</b>
To deliver the Website to you	Identity; Technical; Usage	Performance of a contract with you
To register you as a new customer and to deliver goods and services to you	Identity; Contact; Financial; Transaction	Performance of a contract with you
To manage our relationship with you which will include: (i) Notifying you about changes to our Website, terms or privacy policy (ii) Notifying you of any changes to the services provided on the Website	Identity; Contact; Profile; Marketing and Communications	Performance of a contract with you Necessary to comply with a legal obligation Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To provide you with email alerts, event registrations and other notices concerning our goods and services	Identity; Contact; Profile; Usage; Marketing and Communications	Performance of a contract with you Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)

Purpose / Activity	Type of Data	Lawful basis for processing including basis of legitimate interest
To administer and protect our business and this Website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	Identity; Contact; Technical	Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganization or group restructuring exercise) Necessary to comply with a legal obligation
To deliver and improve relevant Website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	Identity; Contact; Profile; Usage; Marketing and Communications; Technical	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our Website, products/services, marketing, customer relationships and experiences	Technical; Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our Website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	Identity; Contact; Technical; Usage; Profile; Marketing and Communications	Necessary for our legitimate interests (to develop our products/services and grow our business)
To test, research and conduct analysis, and product/service development	Identity; Usage; Profile; Marketing and Communications	Necessary for our legitimate interests (to develop our products/services and grow our business)

**Marketing communications.** We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. We may use your personal data to help us form a view on what products, services and offers may be of interest to you (we call this marketing).

You will receive marketing communications from us if you have requested information from us, or purchased goods or services from us and you have not opted out of receiving that marketing.

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by contacting us or the third party directly.

***Third-party links.*** Where we provide links to third-party websites, plug-ins and applications that are not affiliated with us, such sites are out of our control and are not covered by this Policy. Clicking on those links or enabling those connections may allow third parties to collect or share data about you, and We do not control these third-party websites. We encourage you to consult the privacy policy of every website you visit.

***Cookies.*** You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this Website may become inaccessible or not function properly. For more information about the cookies we use, please see our Cookie Policy for further details.

***Sharing your personal data.*** Depending on how and why you provide us with your personal data, we may share it in the following ways:

- We may share your personal data with any member of our company group, which means our subsidiaries, our ultimate holding company and its subsidiaries;
- With selected third parties to which we sub-contract to provide various services and/or aspects of the Site's functionality, or any other third parties to whom you directly authorize us to disclose your personal data to;
- With analytics and search engine providers that assist us in the improvement and optimization of this Website as described above;
- With advertising and marketing companies who deliver our advertisements, marketing material and promotions to you.

We may also disclose your personal data to third parties in the following events:

- If we were to buy, sell or transfer any business or assets, whether as a going concern or otherwise, in which case we might disclose your personal data as part of that transaction;
- If we or substantially all of our assets are acquired by a third party, in which case personal data held by us about our customers and contacts will be one of the transferred assets;
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation or if we are asked to provide your details to a lawful authority in order to aid in the investigation of crime or disorder; and/or
- In order to enforce or apply the terms of use or terms and conditions of sale of our products and services; or to protect the rights, property, or safety of our company, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

***Service Providers (Data Processors).*** The following is a list of the types of service

providers we use:

- We may use service providers to provide customer service (where applicable) or marketing support, such as to process and distribute e-mail. These service providers generally require access to your Information in order to perform these services.
- We may use analytics service providers to assist us in understanding and using Non-Personally Identifiable Information and other information that we collect via the Site. A service we use in this regard is Google Analytics, and information concerning how Google uses the information is available at <https://policies.google.com/privacy/partners>, and opt-out options specific to Google Analytics are available at <https://tools.google.com/dlpage/gaoptout>.
- Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users. <https://support.google.com/adwordspolicy/answer/1316548?hl=en>
- Google, as a third-party vendor, uses cookies to serve ads on our site. Google's use of the DART cookie enables it to serve ads to our users based on previous visits to our site and other sites on the internet. Users may opt-out of the use of the DART cookie by visiting the Google Ad and Content Network privacy policy.
- We, along with third-party vendors such as Google, use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to compile data regarding user interactions with ad impressions and other ad service functions as they relate to our Website.
- Our Site includes links to third party websites and other API's offering services that augment those services offered on our Site.
- We may use service providers to anonymize and aggregate Information in order to generate anonymous information ("Anonymous Information").
- We may engage service providers to analyze the interests and attributes of our users and, using techniques based on Anonymous Information and Non-Personally Identifiable Information, identify others who might share those interests and attributes. We then use this information to reach out to relevant market segments to provide them information concerning the Site or services

***Change of Purpose.*** We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

#### ***D. International Data Transfers - EU-US Data Privacy Framework Principles & Privacy Policy***

On July 10, 2023, the European Commission adopted its Implementing Decision of 10.7.2023 pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate level of protection of personal data under the EU-US Data Privacy Framework ('the Adequacy Decision'), which contains in its annex the EU-US Data Privacy Framework ('DPF'). Accordingly, we protect European data according to the Principles of the EU-US DPF Framework and applicable EU, UK, and Swiss law.

We comply with the EU-U.S. Data Privacy Framework (EU-US DPF) and, as applicable, the UK Extension to the EU-US DPF, and the Swiss-US Data Privacy Framework (Swiss-US DPF) as set forth by the U.S. Department of Commerce.

If there is any conflict between the terms in this Privacy Policy and the EU-US DPF Principles, the UK Extension to the EU-US DPF Principles, and/or the Swiss-US DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>.

Pursuant to the Data Privacy Frameworks, EU, UK, and Swiss individuals have the right to obtain our confirmation of whether we maintain Information relating to you in the United States. Upon request, we will provide you with access to the Information that we hold about you. You may also correct, amend, or delete the Information we hold about you. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data transferred to the United States under the Data Privacy Frameworks, should direct their query by contacting us at for any privacy questions related to Company. If requested to remove data, we will respond within a reasonable timeframe.

We will provide an individual opt-out choice, or opt-in for sensitive data, before we share your data with third parties other than our agents, or before we use it for a purpose other than which it was originally collected or subsequently authorized. To request to limit the use and disclosure of your Information shared with Company, please submit a request or by contacting us at .

***Scope & Commitment.*** Our adherence to the EU-US DPF and its Principles applies to the personal data that (a) we collect from our EU, UK, and Swiss customers and other visitors to our Website for account management, billing, or marketing purposes (“User Data”); and (b) we process on behalf of our EU, UK, and Swiss customers in providing online services to them under a service agreement (“Services Agreement”).

***Data Collection & Use.*** The User Data that we collect, use, and share is described in our Privacy Policy. While our customers decide what Services Data to submit, it typically includes information about their own users and how they use the customer's sites, applications, services, and third-party applications. We process Services Data as instructed by our customers and do not own or control Services Data.

***Data Processing Purposes.*** We collect, use, and share Services Data for the purposes

described in our Privacy Policy. We process Services Data for the purpose of providing our online services to our customers, which may include accessing and processing the data to provide the services, to correct and address technical or service problems, to follow instructions of the customer who submitted the data, and/or to comply with contractual requirements.

***Inquiries & Complaints.*** In compliance with the EU-US DPF Principles (and, as applicable, the UK Extension to the EU-US DPF and the Swiss-US DPF), we commit to resolve DPF Principles-related complaints about our collection and use of your Information. Individuals from the EU, UK, and Switzerland with inquiries or complaints regarding our handling of personal data shared with Company and received in reliance on the EU-U.S. DPF (and, as applicable, the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF) should contact [support@engineears.com](mailto:support@engineears.com).

***Independent Recourse Mechanism.*** In compliance with the Data Privacy Framework Principles, we commit to resolve complaints about your privacy and our collection or use of your Information transferred to the United States pursuant to the Data Privacy Frameworks.

***Arbitration.*** If your DPF Principles-related complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for residual claims not resolved by any of the other DPF redress mechanisms.

***U.S. Federal Trade Commission Enforcement.*** The Federal Trade Commission has jurisdiction over our compliance with the EU-US DPF, and, as applicable, the UK Extension to the EU-US DPF, and the Swiss-US DPF.

***Data Disclosures & Recipients.*** We share Services Data with third parties as described in our Privacy Policy. We may share Services Data with third parties under the following circumstances and only in accordance with the applicable customer agreements:

- **Service Providers.** We may employ third party Service Providers and Vendors to administer and provide the Services on our behalf (such as customer support, hosting, website analytics, email delivery, database management services). Our accountability for personal data that it receives in the United States under the Data Privacy Frameworks and subsequently transfers to a third party is described in the Data Privacy Framework Principles. In particular, we remain responsible and liable under the Data Privacy Framework Principles if third-party agents that it engages to process personal data on its behalf do so in a manner inconsistent with the Principles, unless we prove that it is not responsible for the event giving rise to the damage.
- **Affiliates.** We may disclose Services Data to our subsidiaries and corporate affiliates for use consistent with this Privacy Policy.
- **Legal requirements.** We may disclose Services Data if required to do so by law in order to (for example) respond to a subpoena or request from law enforcement, a court or a government agency, or in the good faith belief that such action is necessary (a) to comply with a legal obligation, (b) to protect or defend our rights, interests or

property or that of third parties, (c) to prevent or investigate possible wrongdoing in connection with the services, (d) to act in urgent circumstances to protect the personal safety of customers, their users or the public, or (e) to protect against legal liability.

- **Business Transfers.** As we develop our business, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, dissolution, or similar event, Services Data may be part of the transferred assets.

In addition, we may be required to disclose any personal data that we process in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

#### ***E. Your Rights to Access, Limit Use, & Limit Disclosures.***

Individuals in the EU, UK, and Switzerland have rights to access personal data about them, and to limit use and disclosure of their personal data. With our EU-US DPF certification and, as applicable, the UK Extension to the EU-US DPF, and the Swiss-US DPF self-certification, we have committed to respect those rights.

If your personal data includes Personally Identifiable Information, you can request access to that data and request that we correct, amend, or delete it if it is inaccurate or processed in violation of the DPF Principles by emailing your request to [support@engineears.com](mailto:support@engineears.com) for any privacy questions related to Company. We may request specific information from you to help us confirm your identity and process your request. Applicable law may require or permit us to decline your request. If we decline your request, we will tell you why, subject to legal restrictions.

As stated above, if there is any conflict between the terms in this Privacy Policy and the EU-US DPF Principles, the UK Extension to the EU-US DPF Principles, and/or the Swiss-US DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>.

#### ***F. Data Security***

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used, or accessed in an unauthorized way, altered, or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

#### ***G. Data Retention***

We will only retain your personal data for as long as reasonably necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, regulatory,

tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting, or other requirements.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for compliance purposes. In some circumstances you can ask us to delete your data: see 'Your legal rights' below.

In some circumstances we will anonymize your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

#### ***H. Your Legal Rights***

You have the right to make a complaint at any time to a supervisory authority, in particular to the supervisory authority which regulates the Member State of your habitual residence, your place of work, or the Member State in which the alleged infringement of your rights took place if you consider that the processing of personal data relating to you has infringed the terms of the GDPR.

We would, however, appreciate the opportunity to deal with your concerns before you approach your supervisory authority, so please contact us in the first instance.

As a data subject, you have a number of rights in relation to your personal data. Below, we have described the various rights that you have, as well as how you can exercise them.

- ***Right of access.*** You may request access to your processed personal data. This entitles you to obtain a copy of the data we hold on you. A copy will be provided by the controller unless it is found that providing a copy will adversely affect the rights and freedoms of others.
- ***Right of rectification.*** You may request the correction of any personal data that we hold about you. This enables you to have any inaccurate or incomplete data we hold about you corrected, though we may need to verify the accuracy of the new data provided to us.
- ***Right to restrict processing.*** You may request us to restrict the processing of your personal data in certain circumstances. This enables you to limit the use of your data, unless you have given your consent or there is a legal or public interest which justifies our use of the data. You have the right if you: (i) contest the accuracy of the personal data; (ii) the processing is unlawful; (iii) you believe there is no longer a use by us of your personal data and require access for legal claims; or (iv) you

exercise your right to object (see below).

- **Right to erasure/ Right to be forgotten.** You may request the erasure of your personal data. This means that you can ask us to delete any personal data we hold about you in the following circumstances: (i) where we no longer need your data in line with the original reason it was collected; (ii) you have withdrawn your consent (see below); (iii) you have objected to the processing of your data (see below); or (iv) we have used your data unlawfully.
- **Right to withdraw consent.** Where we are relying on your consent to process your personal data, you have the right to withdraw your consent at any time. This will not however, affect the lawfulness of any processing carried out before you withdrew your consent.
- **Right to object.** You may object to the processing of your personal data at any time. This means that you can stop us from using your data. Please note, this right only arises in certain circumstances including: (i) where we rely on a legitimate interest (or those of a third party) to process your data; (ii) for scientific, historical or statistical purposes; or (iii) for direct marketing purposes. Please note that the exercise of this right does not automatically result in your personal data being erased. In some cases, we may also be able to demonstrate that we have a compelling legitimate reason to process your information, which override your rights and freedoms.
- **Right to object to automated decision making and profiling.** You have the right to request that you are not subject to a decision based exclusively on automated decision making (i.e. without human intervention and participation). In addition, you have the right to be informed about the use of any automated decision making and profiling of your personal data, and to be given meaningful information about the nature of the processing.
- **Right to portability.** You may request that we transmit your personal data to you or to a third-party controller. We will provide you, or your requested third party, with your personal data in a structured, commonly used, machine-readable format. This right only applies to automated data which you initially provided consent for us to use or that is necessary.

If you wish to exercise any of the rights set out above with Company, please contact us at [support@engineears.com](mailto:support@engineears.com).

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

## 7. Text Messages and Telephone Communications

By providing your phone number and other Information, and opting in to receive SMS communications from us, you expressly agree to receive marketing, informational and/or transactional telephone calls, text or audio messages (audio messages and calls include artificial or pre-recorded messages or calls) by or on behalf of us. These communications may be delivered via text message, audio message (including artificial or pre-recorded voice

messages), or telephone call, and may be sent using an automatic telephone dialing system or similar technology.

You acknowledge and agree that your phone number and other Information may be processed by our third-party service provider. You may receive different types of messages including advertising, transactional, operational, or informational messages at that phone number, including order confirmations; notifications; multi-factor authentication; requests for information; promotional information; event information; event status updates; and event reminders, or other messages in connection with our services.

Providing consent to receive telephone communications and/or SMS messages is not a condition of purchasing any property, goods, or services. Information collected in connection with any communication or message is subject to the terms contained herein. We will not sell or transfer your consent to receive text messages, electronic messages, or calls to third parties so they can market to you.

By providing your phone number and other Information, and opting in to receive SMS communications from us, you also agree to be bound by the applicable third party provider's terms of use and privacy policy, which govern the collection, use and sharing of information through their platform.

**Message** and data rates may apply. You can opt-out of receiving further communications at any time by responding STOP to any SMS communication initiated by us or by emailing [support@engineears.com](mailto:support@engineears.com) if such communications come from or on behalf of Company. After indicating your preference to stop receiving text messages, you may receive additional communications confirming that your request has been received and processed, and you may continue to receive text messages for a short period while we process your request(s).

## **8. How To Contact Us**

You may contact us regarding our privacy practices at the following address:

EngineEars Inc.

18720 Oxnard Street #102 Tarzana,  
CA 91356

E: [support@engineears.com](mailto:support@engineears.com)

## **9. Changes To The Privacy Policy**

This Privacy Policy is effective as of the date indicated above. We reserve the right to change this Privacy Policy at any time. We do not undertake to provide you with personal notice of any changes. In the event of material changes, we will provide notice by means that are reasonable under the circumstances, such as by posting a notice on our website and/or sending a notice to the primary email address we have on file for you. Your continued use of the Sites following the posting of changes to this Privacy Policy means you accept those changes.