

PRIVACY POLICY OF NOMAD FIT LAB, LLC
(Nomad Fit Lab Privacy Policy PDF Link)

This Privacy Policy (“Privacy Policy” or “Policy”) explains how Nomad Fit Lab, PLLC, a Washington limited liability company (“Company”, “We”, “Us” or “Our”) may gather, collect, record, hold, distribute, share, disclose, or otherwise use any information or data about or from any of its customers or subscribers, or any other users (collectively “ User” or “Customer/Subscriber” or “You” or “Your”) of the Company’s Services (as defined below), or of the Company’s website at <https://www.nomadfitlab.com/> (“Company Website”) or of or from any other website, site, program, activity, technology platform, technology application, body composition scans, nutrition consultations, or any other service offered by the Company or by any of its Affiliates, as such term is defined in Section 3 herein (hereinafter, the Company Website and these other websites, sites, programs, activities, platform, applications, and services, including but not limited to any other websites of the Company’s Affiliates, are collectively referred to as “Company Program(s)”). For purposes of this Privacy Policy, the “Company’s Services” or “Services” mean the Company’s services of providing body scans, body related-imaging, and other related services in order to provide the Customer with body composition information and data as contemplated by the Company’s Terms of Services agreement (the “Terms of Service Agreement”).

BY CONTINUING TO USE THE COMPANY WEBSITE OR ANY OTHER COMPANY PROGRAM OFFERED BY THE COMPANY, OR BY USING ANY OF THE COMPANY’S SERVICES, OR BY CONSENTING TO THE COMPANY’S TERMS OF SERVICE AGREEMENT, YOU HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY AS THEY ARE PRESENTED TO YOU AS OF THE DATE OF YOUR FIRST USE OF ANY OF THE COMPANY’S SERVICES, THE COMPANY WEBSITE, OR ANY OTHER COMPANY PROGRAM.

NO CHANGES (ADDITIONS OR DELETIONS) BY YOU TO THIS PRIVACY POLICY WILL BE ACCEPTED BY THE COMPANY. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, OR YOU DO NOT WISH YOUR PERSONAL INFORMATION TO BE USED PURSUANT TO THIS PRIVACY POLICY, THEN YOU SHOULD NOT USE ANY OF THE COMPANY’S SERVICES, THE COMPANY WEBSITE, OR ANY OTHER COMPANY PROGRAM, AND YOU SHOULD NOT PROVIDE ANY OF YOUR PERSONAL INFORMATION TO THE COMPANY.

THIS PRIVACY POLICY, ALONG WITH THE TERMS OF SERVICE AGREEMENT, ARE A BINDING CONTRACT BETWEEN YOU AND THE COMPANY, AND YOU SHOULD DOWNLOAD AND PRINT THIS PRIVACY POLICY AND THE TERMS OF SERVICE AGREEMENT FOR YOUR RECORDS.

1. INFORMATION WE COLLECT.

During a User’s access or use of the Company’s Services, the Company Website and/or any other Company Program, the Company may, either directly or by using its Service Providers/Contractors (as defined below), gather, collect, record, hold, distribute, share, disclose,

or otherwise use personal information or data about You that You provide to Us, as described in Section 1.1 below, that is automatically collected, as described in Section 1.2 below, or that is collected or received from other sources, as described in Section 1.3 below (hereinafter collectively referred to as the User's "Personal Information", subject however, to Section 1.4 herein).

INFORMATION YOU PROVIDE TO US.

We collect Personal Information that You provide directly to Us, including without limitation any Personal Information You provide during Your use of the Company's Services, the Company Website and/or any other Company Program. For example, We may collect Personal Information from You if You:

- Provide Us or any of Our Affiliates with any data about You through your use of the Company's Services, the Company Website, any other Company Program, or via telephone or other electronic means;
- Create an account (including a user name and/or password) with Us or any of Our Affiliates;
- Seek, purchase, procure, or otherwise request any of the Company's Services, including, but not limited to, body composition scans, nutrition consultations, and/or any other products or services of the Company or any of its Affiliates, as defined in Section 3 herein (collectively, the "products/services");
- Request, subscribe to, or otherwise choose to receive any information from or about the Company or its Affiliates, such as signing up for and receiving any newsletter, e-alert, blogs, or any other information about the Company or its Affiliates, any of their products/services, events, and/or about any business partners (collectively referred to as "Newsletters/Blogs");
- Choose to participate in any of the Company's or its Affiliate's customer/subscriber surveys, customer/subscriber forums, or other information gathering activities or events with or involving their Customers/Subscribers or any other Users (collectively, referred to as "Customer/Subscriber Surveys");
- Choose to participate in or otherwise communicate with the Company or any of its Affiliates via, any social media activities, offerings, or features which may be made available through Your use of any of the Company's Services or any of the Company's Programs;
- Fill out any other information through the Company's Services or any Company Program; Communicate with any other representatives of Our Company or any Affiliates; or
- Otherwise communicate with Us in any other way.

In these instances, the following are the types of Personal Information that may be collected from You:

- Your name;
- Mailing address and/or billing address and/or shipping address;
- E-mail address;
- Phone (or mobile) number;
- Date of birth;
- Age;
- Account name and/or account password or other registration information when registering for the Company's Services;
- Fully-Body Information, including birth assigned at gender, race/ethnicity, height weight, pain information, injury information, blood pressure history, the results of dual-energy X-ray absorptiometry (DEXA) scans and the images our systems generate about your body, other nutrition and activity information (including exercise information), other health-related information, and/or any other information or data resulting from or arising out of your use of the Company's Services;
- Credit or debit card number, expiration date, security code, and/or other information about the same (if You make a payment either directly to Us or by using a third party payment provider that handles payments and will receive Your payment card information);
- Information about Your bank or checking account (if You make a payment through Your bank transfer);
- Customer Content (as such term is contemplated by the Company's Terms of Service Agreement), including any files, documents, audio, videos, images, data, or communications you choose to input, upload, or transmit as part of using the Company's Services or any other Company products and services. We use this content primarily to provide you with our products and services, to facilitate your requests, and to improve our products and services.
- Security-Related Information, including name and contact information of visitors to our premises, video recordings of videos on our premises, and electronic login records and access details when a visitor utilizes company technology on our premises. We use this information primarily to protect the security of our premises, employees, and our company.
- Other information You may provide when You seek, purchase, or otherwise

request any of the Company's products/services (including without limitation the Company's Services), such as the products/services that are purchased, Your product/service parameters or preferences, Your customer comments about the products/services that are purchased, the date of any such purchase of product/services, and/or the invoice information related to any such purchase of products/services;

- Information You provide or otherwise used in the return or exchange of any products/services, such as information about the transaction, products/services details, purchase price, and the date and location/media of the transaction;
- If You choose to subscribe, receive, or otherwise participate in any Newsletters/Blogs (as defined above in this Section 1.1), We may collect from You, in addition to the above described Personal Information, additional information from and/or about You, such as additional demographic information or other information You may provide to Us as part of Your participation in any such Newsletter/Blogs.
- If You choose to participate in any Customer/Subscriber Surveys (as defined above in this Section 1.1), We may collect from You, in addition to the above described Personal Information, additional information from and/or about You, such as Your purchase history, habits, and/or preferences or other information You may provide as part of Your response or feedback to the Customer/Subscriber Surveys.

INFORMATION AUTOMATICALLY COLLECTED.

When a User accesses or otherwise uses the Company Website or any other Company Program, We may automatically collect certain Personal Information about You, including:

- Device Information. We (or Our Service Providers/Contractors as defined below) may collect information about the computer, tablet, phone, or other device You use to access any of the Company Programs, including the Internet Protocol address, hardware models, operating system and version, mobile network information, and other unique device identifiers (hereinafter collectively referred to as "Device Identifiers").
- Cookies and Other Web-based Tracking Technologies. We (or Our Service Providers/Contractors as defined in Section 3 herein) may use different technologies such as cookies, web beacons, or other types of small temporary files or web-based tracking technologies to gather certain information. A cookie is a small data file stored by Your web browser on Your computer or mobile device (hard drive) that helps Us to improve the way We deliver Our Company Website or other Company Programs to You, helps Us improve Your overall experience using Our Company Website or other Company Programs, and/or helps Us analyze the areas and features of Our Company Programs that are most popular or to detect fraud. Web beacons are electronic

images that may be used in Our Company Programs or emails and help deliver cookies, count visits, and understand usage. Like many other websites, cookies and these other web-based tracking technologies may be used by Us (or Our Service Providers/Contractors) during Your visit to the Company Website or other Company Program in order to improve Your individual experience as a User of the Company Website or other Company Program or to generally improve or enhance the overall functionality of the Company Website or other Company Program. Depending on the jurisdiction in which you reside, most websites may automatically accept cookies for these purposes, and/or You may be able to instruct Your browser to stop accepting cookies or prompt You before accepting a cookie from the sites You visit, including the Company Website. SEE SECTION 5.5 OF THIS PRIVACY POLICY WHICH PROVIDES FURTHER NOTICE ABOUT HOW THESE COOKIES ARE USED AND PROVIDES INSTRUCTIONS IF YOU WANT TO DISABLE ANY OF THESE COOKIES.

- Geo-location Data. Subject to any of Your device permissions, and depending on the jurisdiction in which you reside, We (or Our Service Providers/Contractors as defined below) may be able to collect information about the precise location of Your device or may gather other general location data based on GPS data, mailing address, and/or billing address (hereinafter collectively referred to as “Geo-location Data”).
- Social Media Information. If any social media activities, offerings, or features, such as the Facebook “Like” button or similar social media interactive programs (collectively, “Social Media Activities”), are made available to You through any of the Company’s Programs, and in addition to the collection of other Personal Information noted above, the following may apply:
 - We may obtain and collect certain information from Your social media account consistent with Your settings within the social media service, such as location, check-ins, activities, interests, photos, status updates, and friends list. We may also allow You to enter into contests to provide photos, such as of products/services You have purchased, which You may share with Your connections on social media for votes, shared offers, or other promotions.
 - A third party that is hosting the Social Media Activities may also collect Your Internet Protocol address, which page You are visiting on Our Company Program, Your Geo-location Data, and other Personal Information about You, and may also set a cookie to enable the feature to function properly. YOU SHOULD REVIEW AND CONSULT THE PRIVACY POLICY OF THE THIRD PARTY THAT IS HOSTING THE SOCIAL MEDIA ACTIVITIES FOR NOTICE NOTIFICATION REGARDING WHAT INFORMATION THEY COLLECT ABOUT YOU AND FROM YOU SEE SECTION 8 OF THIS PRIVACY POLICY WHICH PROVIDES FURTHER NOTICE ABOUT THIRD

PARTY SITES.

- These Social Media Activities may be hosted by a third party or hosted directly on Our Company Program. Thus, Your interactions with these Social Media Activities may be governed by the privacy policies of the third party that is hosting the Social Media Activities (see Section 8 regarding Third Party Sites).

ADDITIONAL SOURCES FROM WHOM OR WHERE WE MAY RECEIVE OR COLLECT INFORMATION ABOUT YOU.

In addition to the Personal Information provided by You as described in Section 1.1 and in addition to the collection of Personal Information as described in Section 1.2, the following are additional ways We may collect Personal Information about You or additional sources from which We may receive Personal Information about You:

- From Our Service Providers/Contractors. From Our Service Providers/Contractors, as such term is defined in Section 3 herein, including without limitation from Our Data Analytics Providers or from Our Third Party Application Providers, as such terms are defined in Section 3 herein.
- From Our Advertising Network. From Our Advertising Network, as such term is defined in Section 3 herein.
- From Equipment Providers or other Business Partners. From any other business partner, including without limiting our equipment providers.
- From Other Customers: From our other customers. For example, a customer may provide us with your contact information as a part of a referral.
- From Inferences: From inferences or predictions about you and your interests and preferences based on the other personal data we collect and the interactions we have with you.
- Individuals Representing Businesses. We may collect Personal Information in the context of Your role as a representative of a business. The Personal Information We collect in these cases may include Your name, address, email address, telephone, date of birth, gender, Social Security number, and personal financial information. We use this information for communicating with You in Your role as a representative of a business or if You are an owner of a business to evaluate Your creditworthiness. The Personal Information described in this paragraph is the “Biz Rep Data”.
- Other Sources From Which We Collect Personal Information. We may collect Personal Information about You from a number of sources in addition to those means of collection indicated above, including offline or through sources unrelated to Your use of Our Company Website or other Company Programs in compliance with applicable laws. For example, We may collect Personal

Information from publicly accessible sources (e.g., property records); directly from a third party, (e.g., credit reporting agencies or customer due diligence providers); or from a third party with Your consent (e.g., Your bank). We may merge or co-mingle that Personal Information with the Personal Information We maintain about You and other data collected on or through Our Company Website. Categories of sources from which We may collect Personal Information include: advertising networks; internet service providers; data analytics providers; government entities; operating systems and platforms; and social networks.

1.4 EXCLUSIONS FROM PERSONAL INFORMATION SUBJECT TO THIS PRIVACY POLICY.

Depending on the jurisdiction in which you Reside. Personal Information for purposes of this Privacy Policy does not include any of the following types of information: (i) publicly available information from government records; (ii) de-identified, anonymized or aggregated consumer information; or (iii) any information that, pursuant to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (collectively, the “CCPA”) or other state privacy laws, is excluded from the governances of the CCPA and such other applicable state privacy laws.

2. HOW WE USE YOUR INFORMATION.

2.4 PRIMARY WAYS WE USE YOUR INFORMATION.

In addition to Section 1 above, a User’s Personal Information may be gathered, collected, recorded, held, processed, or otherwise used by or on behalf of the Company (including by Our Service Providers/Contractors as defined in Section 3 below) to provide, maintain, and improve Our Services to You, including for the following purposes:

- To allow the Company and, as applicable, its Affiliates provide or deliver to you the Company’s Services or for any other purposes as otherwise contemplated by the Company’s Terms of Service Agreement.
- Scheduling any of Your appointments or meetings with the Company;
- Send support and administrative messages, and respond to Your comments, questions, and customer service requests;
- Communicate with You via email or through other means of communication about products/services, offers, or any other events offered by Us and others, and/or to offer and provide You with news and information that the Company thinks will be of interest to You. If You prefer not to receive promotional communications from Us, You may opt-out at any time by following the “Communication Opt Out” instructions in Section 5.1 herein;
- We may send You SMS Text messages or otherwise communicate with You about the Company Website, the Company’s products and services, other

offers and events, or other updates or promotional information. IF YOU PREFER NOT TO RECEIVE PROMOTIONAL COMMUNICATIONS FROM US, YOU MAY “OPT OUT” AT ANY TIME BY FOLLOWING THE “OPT OUT” INSTRUCTIONS IN SECTIONS 5.1 and 5.6 HEREIN AND/OR REPLY “STOP” TO ANY TEXT MESSAGE YOU MAY RECEIVE PURSUANT TO SECTION 5.6.

- Allowing You to sign up and participate in any other Company communication resources, including without limitation any Newsletters/Blogs, as defined in Section 1.1 herein. If You prefer not to continue to receive these other Company communications, You may “Opt Out” at any time by following the “Communication Opt Out” instructions in Section 5.1 herein;
- To allow Us to monitor, analyze, and better understand the needs, preferences, and trends of the Company’s customers, You, and/or any other Users, including to monitor, analyze, and better understand trends, preferences, usage, and activities in connection with the Company’s products/services and the Company’s overall industry;
- To personalize Your experience and the advertisements and content You see to the extent permitted by applicable laws when You use any Company Program based on Your preferences, interests, usage, and browsing and purchasing behavior;
- To conduct credit card screenings or to otherwise protect against fraud or unauthorized transactions, including by identifying potential unauthorized users or hackers in compliance with applicable laws;
- For compliance purposes as may be required by applicable laws or regulations or as requested by any judicial process or governmental agency (including without limitation for Company’s tax reporting) or as may be requested under any subpoena or by any other Government Entities (as defined in Section 2.2 herein);
- To facilitate Your use of or participation in various Social Media Activities (as defined in Section 1.2 herein) or other integrated tools (including, for example only, certain Facebook features, such as a Facebook “Like” button) which You may use as part of any Social Media Activities;
- To carry out any Customer/Subscriber Survey (as defined in Section 1.1 herein);
- To carry out any other purpose described to You at the time the Personal Information is collected.

2.5 OTHER WAYS WE MAY USE YOUR INFORMATION.

In addition to the above, Your Personal Information may be gathered, collected, recorded, held, or otherwise used for the following additional purposes:

- Outside Professionals. To use with, or otherwise distribute, share, or disclose to, any of the Company's professional advisors such as attorneys, accountants, financial advisors, investment plan administrators, or insurance providers (collectively, "Outside Professionals") in order to facilitate the professional advice from those Outside Professionals (See Section 3); or
- Government Entities. To use with, or otherwise distribute, share, or disclose to, any court, tax authorities, law enforcement authorities, other administrative agencies, other governmental agencies, or any other government entities (collectively, "Government Entities") in order to comply with, or otherwise pursuant to, any subpoena, court order, or other governmental order, law, or regulation, or in order to respond to any request of any Government Entities, including without limitation tax reporting (See Section 3).
- Auditing. Auditing related to a current interaction with You, including, but not limited to, counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards;
- Security. Helping to ensure security and integrity to the extent the use of Your Personal Information is reasonably necessary and proportionate for these purposes;
- Debugging. Debugging to identify and repair errors that impair existing intended functionality;
- Transient Use. Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a consumer's current interaction with Us provided that Your Personal Information is not disclosed to a third party and is not used to build a profile about You or otherwise alter Your experience outside the current interaction with Us;
- Services. Performing services on Our behalf, 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 Our behalf;
- Advertising. Providing advertising and marketing services to You in compliance with applicable laws.
- Research. Undertaking internal research for technological development and demonstration;
- Quality and Safety. Undertaking activities to verify or maintain the quality or

safety of Our products and services and to improve, upgrade, or enhance Our products and services; and

- Commercial Interests. Advancing Our commercial or economic interests, such as by inducing a 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.

OTHER TERMS REGARDING THE USE OF YOUR INFORMATION.

2.3.1 The Company may also use or share Your Personal Information only for the purposes as described in this Section 2 and in Section 3 herein, unless We reasonably determine We need to use it for another reason and that reason is compatible with the original purpose(s) described herein. For example, We consider de-identification, aggregation, and other forms of anonymization of Personal Information to be compatible with the purposes listed herein and in Your interest because the anonymization of such information reduces the likelihood of improper disclosure of that information. If We need to use Your Personal Information for an unrelated purpose, We will notify You and We will explain the legal basis which allows Us to do so. If You wish to receive an explanation as to how the processing for a particular purpose is compatible with the original purpose, please contact Us via the information specified in the Contact section below.

2.3.2 PLEASE NOTE THAT WE MAY PROCESS YOUR PERSONAL INFORMATION WITHOUT YOUR KNOWLEDGE OR ADDITIONAL CONSENT IN COMPLIANCE WITH THIS PRIVACY POLICY AND WHERE DOING SO IS REQUIRED OR PERMITTED BY LAW INCLUDING WITHOUT LIMITATION ANY SUBPOENA OR OTHER TYPES OF COURT ORDERS.

3. SHARING OF INFORMATION

We may distribute, share, or disclose Personal Information about You as follows or as otherwise described herein:

- Affiliates and Subsidiaries. We may share or disclose Your Personal Information with, or obtain Your Personal Information from, one or more of Our affiliates or subsidiaries (including without limitation Our affiliated brands and the companies that own and/or operate those affiliated brands) for any of the purposes described herein (collectively, “Affiliates”). In addition Our Affiliates may share or disclose Your Personal Information with, or may receive Your Personal Information from, one or more of the other Affiliates.
- Service Providers/Contractors. We may share or disclose Your Personal Information with Our service providers or third-party vendors, or contractors that We engage or retain in connection with the provision of the Company Programs or otherwise to help Us carry out and fulfill a business or commercial purpose for the Company, including without limitation the following types of service providers or contractors (all of the above are

hereinafter collectively referred to as “Service Providers/Contractors”):

- Email, internet, or other telecommunication Service Providers/Contractors;
 - Cloud, other data storage, website hosting, or other hosting Service Providers/Contractors; ○ Third party payment Service Providers/Contractors, including without limitation third party credit card processors (see Third Party Application Providers below in this Section 3);
 - Data analytics companies who assist Us with various types of data analytics, web analytics, and app analytics (see Data Analytics Providers and Data Analytics Tools or Services below in this Section 3);
 - Third party delivery or shipping Service Providers/Contractors; ○ Third party app or software designers; ○ Database management; and
 - Third party advertising or marketing companies that We engage (see Advertising Networks below in this Section 3).
 - Other third party contractors or service providers We engage to assist Us in providing Our products/services;
- Third Party Application Providers. If a third party application is used to support Our Company Programs, We may share or disclose Your Personal Information to such third party application providers, including without limitation third party credit card processors, other third party payment service providers, or intermediary services that assist in processing Your payments service provider (collectively “Third Party Application Providers”).
 - Data Analytics Providers and Data Analytics Tools or Services. We may use analytics tools or services provided by a third party data analytics service provider (“Data Analytics Providers”) or We may use one of their tools, such as, but not limited to Google Analytics, to collect and process certain analytics data (“Data Analytics Tools or Services”) in compliance with applicable laws. These Data Analytics Tools or Services may also collect data about Your use of other websites, apps, and online resources. SEE SECTION 5.5 OF THIS PRIVACY POLICY THAT PROVIDES FURTHER NOTICE ABOUT HOW SOME OF THESE DATA ANALYTICS PROVIDERS AND DATA ANALYTICS TOOLS OR SERVICES MAY USE COOKIES AND ALSO PROVIDES INSTRUCTIONS IF YOU WANT TO DISABLE ANY OF THESE COOKIES.
 - Aggregated Form. We may make certain automatically-collected, aggregated,

or otherwise de-identified Personal Information available to third parties for various other purposes, including (i) compliance with various reporting obligations; (ii) for business or marketing purposes; or (iii) to assist such parties in understanding Our Users' interests, habits, and usage patterns for certain programs, content, services, advertisements, promotions, and/or functionality available through the Company Programs.

- Advertising Network. We may work with third party advertising companies, marketing companies, advertising or commerce platforms, or other similar entities or channels, or other advertising alliances (collectively, "Advertising Network") in order to provide You or other parties with advertisements, marketing, or other information that We think may be of interest to You or to others. These Advertising Networks may set or access their own cookies, pixel tags, or similar technologies on Our Company Programs or they may otherwise collect or have access to data about You which they may collect over time and across different online services. These Advertising Network may also provide Us with their own independent data about potential customers and such data could include data about You previously collected by the Advertising Network.
- Social Media Activities. The Company Programs may, now or in the future, offer certain Social Media Activities (as defined in Section 1.2 above), including without limitation certain sharing tools or other integrated tools (such as the Facebook "Like" button), which let You share actions that You take on Our social media pages. Your use of such features enables the sharing of Personal Information with the public, depending on the settings You establish with the entity that provides the social sharing feature.
- Company's Outside Professionals. We may share or disclose Your Personal Information with any of the Company's Outside Professionals (as defined in Section 2.2 herein) in order to facilitate the professional advice such Outside Professionals provide to the Company.
- Consent. We may also otherwise share or disclose Your Personal Information with Your permission or consent (including without limiting as set forth in the Company's Terms of Service Agreement that you have agreed to comply with) and in compliance with applicable laws.
- Merger, Sale, or Other Asset Transfers. We may share, disclose, or otherwise transfer Your Personal Information to the Company's Outside Professionals (as defined in Section 2.2 herein), other advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a corporate or commercial transaction in which We are acquired by or merged with another company or We sell, liquidate, or transfer all or a portion of Our assets.
- Government Entities or as Otherwise Required By Law, Subpoena, or Similar

Government Order. We may use, distribute, share, disclose, access, or preserve Your Personal Information if We believe doing so is required or appropriate to: (i) comply with all laws or regulations, including any tax reporting requirements of the Company; (ii) comply with any other law enforcement requests or legal process or requirements of any Government Entities (as defined in Section 2.2 above), such as a court order or subpoena; (iv) comply with any other form of request from any Government Entities; (v) respond to Your requests; or (vi) protect Your, Our, or others' rights, property, or safety. FOR THE AVOIDANCE OF DOUBT, WE MAY BE REQUIRED TO DISCLOSE YOUR PERSONAL INFORMATION TO: (I) TAXING AUTHORITIES AS PART OF OUR TAX REPORTING REQUIREMENTS; OR (II) LAW ENFORCEMENT AUTHORITIES OR OTHER GOVERNMENTAL ENTITIES OR VIA SUBPOENA ARISING OUT OF YOUR USE OF ANY UNLAWFUL OR INFRINGING CONTENT WHILE USING ANY COMPANY PROGRAM.

4. AGE OF CONSENT; COPPA NOTICE.

COPPA Notice.

This Company Website and other Company Programs are not directed to children under the age of 13. We adhere to the U.S. federal Children's Online Privacy Protection Act ("COPPA") and will not knowingly register or otherwise collect any Personal Information from any child under the age of 13. We ask that minors under the age of 13 not submit any Personal Information to the Company. If You have reason to believe a child under the age of 13 has provided the Company with any Personal Information, please contact the Company at privacypolicy@nomadfitlab.com and request that such information be deleted from Our records.

User Age Confirmation.

By using the Company Website or any other Company Program, You represent that You are at least the age of majority in Your state or province of residence, or that You are the age of majority in Your state or province of residence and You have given Us your consent to allow any of Your minor dependents to use Our Company Website or other Company Program.

5. CERTAIN ADDITIONAL CHOICES YOU MAY HAVE ABOUT YOUR INFORMATION.

5.1 OPT-OUT FROM RECEIVING COMMUNICATIONS FROM THE COMPANY.

5.1.1 YOU CAN OPT-OUT FROM RECEIVING COMMUNICATIONS FROM THE COMPANY. In the event a User has provided the Company with Personal Information such as that discussed above, and thereafter a User does not want to continue to directly receive further notices, or information or communications from the Company, such as emails, or newsletters related to the Company's products/services, the User must send an email message to the Company at this email address privacypolicy@nomadfitlab.com stating that the User no longer wants to receive these communications or other communications directly from the Company ("Communication Opt Out"). Once the Company has received the User's request

for the Communication Opt Out, the Company will use commercially reasonable efforts, in a commercially reasonable time period, to try to carry out such User's request for the Communication Opt Out; *provided, however*, the Company will not have any obligation to retrieve, and cannot prevent the further use by others of, such User's Personal Information which may have been shared up to that time with other parties as permitted by the provisions of this Privacy Policy.

5.1.2 EFFECT OF COMMUNICATION OPT OUT. If a User elects to send the Company a Communication Opt Out (as defined in Section 5.1.1), and provided such User has properly delivered its Communication Opt Out request to the Company in accordance with Section 5.1.1 herein, such User will no longer receive emails or other communications directly from the Company in compliance with applicable laws and after a commercially reasonable time from the date such User sent its Communication Opt Out notice to the Company. However, the Company does not have any obligations under, or liability arising out of, this Privacy Policy with regard to a User's decision to share its Personal Information with, Our use of, any other internet websites, forums, or programs that the User may have linked to via the Company Website which are not under the Company's direct control or ownership. Accordingly, after sending Your Communication Opt Out notice to the Company, You may need to contact these other entities directly regarding their use of Your Personal Information.

5.2 OPT-OUTING OF BEHAVIORAL ADVERTISING OR USE OF ANALYTICS TOOLS

5.2.1 OPTING OUT OF BEHAVIORAL ADVERTISING. Our Company Website or other Company Programs may use behavioral advertising. This means that a third party may use technology (e.g., a cookie) to collect information about Your use of the Company Website or other Company Programs so that they can provide advertising about products and services tailored to Your interests. That advertising may appear either on the Company Website or other Company Program(s), or on other websites not operated by Us. Depending on the jurisdiction in which You reside and in accordance with applicable laws, You may adjust your preferences regarding cookies and behavioral advertising by adjusting your browser settings for those set out in our cookie management tool available on the Company website. For example, if You do not want third parties to collect information about Your use of the Company Website or other Company Program(s), You can optout of such at the Digital Advertising Alliance in the US. PLEASE NOTE THAT OPTING-OUT OF BEHAVIORAL ADVERTISING DOES NOT MEAN THAT YOU WILL NOT RECEIVE ADVERTISING WHILE USING OUR COMPANY WEBSITE OR OTHER COMPANY PROGRAM(S). IT WILL, HOWEVER, EXCLUDE YOU FROM INTEREST-BASED ADVERTISING CONDUCTED THROUGH PARTICIPATING NETWORKS, AS PROVIDED BY THEIR POLICIES AND CHOICE MECHANISMS.

5.2.2 OPTING OUT OF USE OF ANALYTICS. Many analytics providers allow end-users to opt out of the retention of their information, including Our third-party Data Analytics Providers (as defined in Section 3 herein). Please note that, typically, unless You create an account with the analytics provider, Your choice to opt out applies only to the device from which You make the request, because the providers use cookies on that device to recognize Your choice. If You get a new device, install a new web browser, update Your browser, or otherwise erase/alter Your browser cookie files You may clear the opt-out cookie.

5.3 DO NOT TRACK NOTICE.

Some browsers have a “DO NOT TRACK” feature that lets website users inform websites or other applications that they do not want to have their online activities tracked. These “do not track” features may also give website users other choices regarding the collection of their personal identifiable information. However, these “do not track” features and “do not track” signals are not yet uniform. ACCORDINGLY, EACH USER OF THE COMPANY WEBSITE OR ANY OTHER COMPANY PROGRAM IS HEREBY NOTIFIED THAT THE COMPANY WEBSITE AND THE OTHER COMPANY PROGRAMS ARE NOT CURRENTLY SET UP TO RESPOND TO ANY OF THE USER’S “DO NOT TRACK” FEATURES OR “DO NOT TRACK” SIGNALS. This “DO NOT TRACK” notice is provided to Users at the recommendation of the U.S. Federal Trade Commission and to residents of the State of California as required pursuant to the California Online Privacy Protection Act (CalOPPA).

5.4 GEO-LOCATION DATA.

Depending on the jurisdiction in which You reside, You may be able to allow and/or prevent Your device from sharing precise location information, including without limitation some or all of the Geo-Location Data described in Section 1.2 above, at any time through your device’s operating system settings.

5.5 COOKIES POLICY; HOW YOU CAN DISABLE COOKIES.

5.5.1 What Are Cookies. As is common practice with almost all professional websites, the Company Website or other Company Programs use cookies, which are tiny files that are downloaded to Your computer, to improve Your experience. This section describes what information they gather, how We use it, and why We sometimes need to store these cookies. We will also share how You can prevent these cookies from being stored, however, this may downgrade or “break” certain elements of a website’s functionality.

5.5.2 How We Use Cookies.

- WE USE COOKIES FOR A VARIETY OF REASONS AS INDICATED IN SECTION 1.2, SECTION 3, AND THIS SECTION 5.5 OF THIS PRIVACY POLICY.
- In addition to the description of cookies as set forth in Section 1.2 and Section 3 of this Privacy Policy, and according to your cookie preferences, We may use analytics tools, services or similar tools provided by third parties Data Analytics Providers (as defined in Section 3 herein) to help analyze how You and other Users utilize the Company’s products/services. These analytics tools use cookies and other tracking technologies to collect information such as how often Users visit the Company Website or other Company Programs, what pages they visit, and what other websites they have used prior to visiting the Company Website. We use the information We get from

these analytics tools to improve Our products/services. Analytics tools collect the IP address or other unique identifier assigned to You and/or Your devices on the date You visited them. Analytics tools provided by third parties plant a persistent cookie on Your web browser to identify You as a unique User the next time You visit the Company Website, and the treatment of that information is governed by the third party's terms of use and/or privacy policy. However, it is not our business practice to share any text messaging originator opt-in data and consents with any third parties.

- Unfortunately, in most cases there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to this site. It is recommended that You leave on all cookies if You are not sure whether You need them or not in case they are used to provide a service that You use.
- BY USING OUR COMPANY WEBSITE, YOU GIVE CONSENT FOR US TO SHARE YOUR PERSONAL INFORMATION WITH THESE PROCESSORS, AND FOR THEM TO TRANSFER THIS INFORMATION ONWARD TO THEIR PARTNERS IN CONNECTION WITH PROVIDING YOU THE PRODUCTS/SERVICES.

5.5.3 Disabling Cookies. Depending on the jurisdiction in which You reside, You can enable and/or prevent the setting of cookies by adjusting the settings on Your web browser (see, for example, Your browser Help for how to do this, including “Incognito” in Chrome, “In Private” for Internet Explorer, “Private Browsing” in Firefox and Safari, etc.) or only any other cookie management tools that are made available to You. Be aware that disabling or deleting cookies in Your web browser: (i) will usually affect the functionality and/or usability of the Company Website, other Company Programs and/or other websites that You visit; and/or (ii) will usually result in also disabling certain functionality and features of this Company Website or any other Company Programs.

5.5.4 The Cookies We May Set. In addition to the disclosures We have provided in Section 1.2 and Section 3 of this Policy regarding cookies or other web-based tracking technologies or analytics tools, the following section details certain ways that We may set or use cookies or other web-based tracking technologies on the Company Website or any other Company Program:

- Email newsletters related cookies: The Company Website or other Company Programs may offer newsletters or other types of email subscription services and cookies may be used to remember if You are already registered and whether to show certain notifications which might only be valid to subscribed/unsubscribed users.
- Orders processing related cookies:

- The Company Website or other Company Programs may offer e-commerce or payment facilities and some cookies are essential to ensure that Your order is remembered as You move between pages so that We can process it properly.
- The Company Website or other Company Program may use cookies to help keep track of items You put into your shopping cart or otherwise seek to procure, including when You have abandoned Your shopping cart and this information is used to determine when to send cart reminder messages via SMS messages and email.
- Contact or comment related cookies: When You submit any other data through the Company Website or other Company Programs, certain contact or comment-related cookies may be set to remember Your User details for future correspondence or transactions.

5.5.5 Third Party Cookies. In certain instances, cookies provided by third parties may also be used. In addition to the disclosures We have provided in Section 1.2 and Section 3 of this Policy regarding use of cookies or other web-based tracking technologies or analytics tools by third parties, the following section details certain third party cookies You might encounter through the Company Website or any other Company Program:

- As noted in Section 3, the Company Website or other Company Program may engage Data Analytics Providers and/or use Data Analytics Tools or Services (including, without limitation, Google Analytics) that provide Us with widely-used analytics tools or services to help Us better understand how You and other Users are utilizing the Company Website or other Company Program in order to allow Us to improve Your experience. These cookies may track things such as how long You spend on the Company Website or other Company Program and the pages that You visit so We can continue to produce engaging content. For more information about Google Analytics cookies, see the official Google Analytics page.
- Data Analytics Providers and/or use Data Analytics Tools or Services may also be used to track and measure usage of this Company Website or other Company Program (including, but not limited to, tracking things such as how long You spend on a website or pages that You visit) so that We can continue to produce engaging content, help Us to understand how We can improve the Company Website or other Company Program site for You and and/or to give Us a better understanding of broader industry trends.
- From time to time, We test new features and make subtle changes to the way that the Company Website or other Company Programs are delivered. When We are testing new features, these cookies may be used to ensure that You receive a consistent experience while on the

Company Website or other Company Program while ensuring We understand which optimizations the Users appreciate the most.

- As We promote Our products/services , it's important for Us to better understand statistics about how many of the visitors of the Company Website or other Company Programs actually make a purchase or which Company products or services the Users viewed the most and, thus, this is additional types of data that these cookies will track. We consider this to be important to You as it means that We can accurately make business predictions that allow Us to monitor Our advertising and product/service costs to ensure the best possible services to all of the Users.
- Certain of Our Advertising Networks (as defined in Section 3 of this Policy) may advertise on Our behalf and affiliate tracking cookies allow Us to see if Our customers have come to the Company Website or other Company Programs through one of these Advertising Network sites or sources.
- As noted in Section 3 of this Privacy Policy, We also use social media buttons and/or plugins on this Company Website or other Company Programs that allow You to connect with Your social network in various ways. For these to work, many social media sites (such as, but not limited to, Facebook, Instagram, or LinkedIn) may set cookies through the Company Website or other Company Program and such cookies may be used to enhance Your profile on their social media site or to contribute to the data they hold for various purposes outlined in their respective privacy policies.

5.6 TERMS AND CONDITIONS FOR COMPANY'S MOBILE MESSAGING SERVICE

5.6.1 The Company may offer its customers/subscribers a mobile messaging program which may (now or in the future) offer short message services ("SMS") and/or multimedia message services ("MMS") to these customers/subscribers which contain information about the Company's products, services or events (as more fully described in Section 5.6.3 below) by SMS message on 360-488-9870 ("Mobile Messaging Service").

BY OPTING INTO, OR BY OTHERWISE PARTICIPATING IN, THE MOBILE MESSAGING SERVICE, YOU HEREBY: (I) ACCEPT AND AGREE TO BE BOUND BY ALL OF THE PROVISIONS IN THE TERMS AND CONDITIONS OF THIS MOBILE MESSAGING SERVICE ("MOBILE MESSAGING TERMS & CONDITIONS") AND (II) CONFIRM AND AGREE THAT THESE MOBILE MESSAGING TERMS & CONDITIONS SHALL GOVERN YOUR USE OF THE MOBILE MESSAGING SERVICE.

NO CHANGES (ADDITIONS OR DELETIONS) BY YOU TO THESE MOBILE MESSAGING TERMS & CONDITIONS WILL BE ACCEPTED BY THE COMPANY. IF

YOU DO NOT AGREE TO ALL OF THE PROVISIONS OF THE MOBILE MESSAGING TERMS & CONDITIONS, THEN YOU SHOULD NOT USE THE COMPANY'S MOBILE MESSAGING SERVICE.

THIS MOBILE MESSAGING TERMS & CONDITIONS, ALONG WITH THE OTHER PROVISIONS IN THIS PRIVACY POLICY, CONSTITUTE A BINDING CONTRACT BETWEEN YOU AND THE COMPANY AND YOU SHOULD DOWNLOAD AND PRINT IT FOR YOUR RECORDS.

5.6.2 User Opt-In to the Company's Messaging Service.

5.6.2.1 Enrollment in the Company's Mobile Messaging Service ("opt-in" or "opting-in" or "opted-in") requires that You: (i) provide your mobile phone number; and (ii) consent to these Mobile Messaging Terms and Conditions by either clicking to agree to these Mobile Messaging Terms and Conditions when prompted to do so or by otherwise beginning to use the Company's Mobile Messaging Services. The Mobile Messaging Services will not start until you have properly opted in as set forth in this Section 5.6.2. You may not enroll if you are under 18 years old. The Company reserves the right to stop offering the Mobile Messaging Service at any time with or without notice.

5.6.2.2 By opting into the Company's Mobile Messaging Service, You hereby automatically:

- Authorize the Company to use auto dialer or non-auto dialed technology to send recurring text messages (SMS and/or MMS) to the mobile phone number associated with your opt-in (i.e., the number listed on the opt-in form or, if none, the number from which you send the opt-in, or, if none, the number on file for the account associated with your opt-in).
- Acknowledge that You do not have to agree to receive messages as a condition of purchase.
- Confirm that You are the subscriber to the relevant phone number or that You are the customary user of that number on a family or business plan and that You are authorized to opt in.
- Consent to the use of an electronic record to document your opt-in to the Company's Mobile Messaging Services.

5.6.2.3 To request a free paper or email copy of the opt-in or to update our records with Your contact information, please call 360-488-9870 or send an email to privacypolicy@nomadfitlab.com. To view and retain an electronic copy of these Mobile Messaging Terms and

Conditions or the rest of Your opt-in, You will need: (i) a device (such as a computer or mobile phone) with Internet access, and (ii) either a printer or storage space on such device. For an email copy, You will also need an email account You can access from the device, along with a browser or other software that can display the emails.

5.6.3 Content You May Receive Through the Company's Mobile Messaging Service.

5.6.4 Once You have opted-in to the Company's Mobile Messaging Service pursuant to Section 5.6.2 above, the following may apply: (i) Your message frequency may vary; and (ii) You may receive mobile alerts/mobile messages from the Company regarding any of the following matters:

- o Sales or marketing information or promotions regarding any of the Company's products or services;
- o Shopping cart reminders;
- o Information or promotions about Company-supported events; and/or
- o Information or announcements about any other Company product or service launches.

5.6.5 Charges and Carriers

5.6.5.1 Message and data rates may apply. Please consult your service agreement with your wireless carrier or contact your wireless carrier to determine your phone's pricing plan and the charges for sending and receiving text messages. You acknowledge that you are responsible for any message, data or other charges incurred (usage, subscription, etc.) as a result of using the Mobile Messaging Service.

5.6.5.2 Currently, the Company's Mobile Messaging Services are supported by numerous mobile/wireless carriers. The Service may not be available on all mobile/wireless carriers. The Company may add or remove any mobile/wireless carrier from the Service at any time, and from time to time, without notice. The Company and the mobile/wireless carriers are not responsible for any undue delays, failure of delivery, or errors in messages.

5.6.6 User Opt-Out to Stop the Company's Messaging Service.

5.6.6.1 Subject to the provisions of this Section 5.6.6, to stop or otherwise unsubscribe to the Company's Mobile Messaging Service (as defined herein), you must either: (i) text the word STOP to 360-4889870 at any time; or (ii) reply STOP to any

of the text messages You receive through the Company's Messaging Service ("opt-out" or "opting-out" or "opted-out").

5.6.6.2 For Services operated through a different number, You must text STOP to that number in order to opt out of such Mobile Messaging Services.

5.6.6.3 Your opt-out request may generate either a confirmation text or a texted request to clarify the text message program to which it applies (if you have more than one). To properly complete your opt-out request, please provide the requested clarification, otherwise your opt-out may not be effective.

5.6.6.4 You hereby further acknowledge and agree that:

- the text message platform used for the Company's Mobile Messaging Service may not recognize and/or may not respond to opt-out requests that do not include the STOP keyword command;
- the Company and its service providers will have no liability for failing to honor any opt-out request which does not comply with this Section 5.6.6; and
- You must opt-out of each individual Mobile Messaging Service that the Company may offer. Thus, if You unsubscribe or otherwise opt-out from one of Our text message programs, You may continue to receive text/mobile messages from the Company through any other programs that You have joined until you separately unsubscribe/opt-out from those other programs.

5.6.6.5 These Mobile Messaging Terms and Conditions shall survive if You withdraw any consent You previously gave to the Company or if You opt-out of any of the Company's Mobile Messaging Services.

5.6.6.6 Mobile information will not be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties. Opt-out: "If you wish to be removed from receiving future communications from Nomad Fit Lab , you can opt out by texting STOP."

5.6.7 Duty to Notify Company; User's Indemnify.

5.6.7.1 If at any time You intend to stop using the mobile telephone number that has been used to subscribe to the Company's

Mobile Messaging Service (including, without limitation, canceling Your service plan or selling or transferring your phone number to another party), You hereby agree that You will complete the User opt-out process set forth in Section 5.6.6 above prior to ending Your use of such mobile telephone number. You understand and agree that Your agreement to do so is a material part of these Mobile Messaging Terms and Conditions. You further agree that, if You discontinue the use of Your mobile telephone number without first completing the opt-out process set forth in Section 5.6.6 above, You hereby agree that You will be responsible for all costs (including attorneys' fees) and liabilities incurred by the Company, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of the Company's Mobile Messaging Services.

5.6.7.2 YOU FURTHER AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO COMPLY WITH THIS ANY OF YOUR OBLIGATIONS UNDER THIS SECTION 5.6, INCLUDING WITHOUT LIMITATION THIS SECTION 5.6.7, OR YOUR FAILURE TO NOTIFY THE COMPANY OF ANY OTHER CHANGE IN THE INFORMATION YOU HAVE PROVIDED TO THE COMPANY, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM THE COMPANY ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

5.6.8 Company's Disclaimer of Warranty Regarding its Mobile Messaging Services. In addition to any other limitation of liability or disclaimers by the Company in any other agreement to which You may be a party, You hereby acknowledge and agree as follows: (i) the Company's Mobile Messaging Services are offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by Your wireless carrier; (ii) the Company will not be liable for any delays or failures in the receipt of any mobile messages connected with its Mobile Messaging Services; and (iii) delivery of mobile messages is subject to effective transmission from Your wireless service provider/network operator and is outside of the Company's control.

5.6.9 Prohibited Content; Prohibited Activities. In addition to any other terms, conditions or restrictions on your use of the Company's Mobile Messaging Services as set forth

in these Mobile Messaging Terms and Conditions (or in any other agreement to which You may be a party), You hereby acknowledge and agree that You will not send any prohibited content over the Company's Mobile Messaging Service and that You will not engage in any prohibited activities over the Company's Mobile Messaging Service, including, but not limited to, the following prohibited content or prohibited activities:

- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;
- Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age; o Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;
- Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;
- Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITEC" Act); and
- Any other content that is prohibited by any applicable laws or regulations in the jurisdiction from which the message is sent.

5.6.10 Changes to these Mobile Messaging Terms & Conditions. These Mobile Messaging Terms & Conditions may be changed from time to time or at any time by the Company pursuant to the provisions of Section 11 of this Privacy Policy and the Company reserves the right to change it without notice to a particular User.

6. ENFORCEMENT OF THIS PRIVACY POLICY BY THE COMPANY.

Each User confirms and agrees that by the User's act of using any of the Company Programs, including without limitation uploading any of the User's Personal Information or any other content via any Company Program, the User: (a) unconditionally agrees to all of the terms and conditions of this Privacy Policy; and (b) further agrees that no provision of this Privacy Policy shall limit, condition, alter, or amend, in any way whatsoever, any rights that User may have separately granted to the Company pursuant to any other agreement that the User may have separately entered into with the Company.

7. USER RESPONSIBLE FOR UPDATING USER'S OWN PERSONAL INFORMATION.

Users are solely responsible for correcting, updating, or modifying any and all of the User's Personal Information as it appears in, and as otherwise stored or contained in, any Company Program or is used as part of the Company's Services. Without in any way limiting the

foregoing, User acknowledges and agrees that the Company does not have an independent obligation to maintain the accuracy or completeness of any of Personal Information provided by the User to the Company, including such Personal Information once it is stored, described, or otherwise contained in the Company Website or in any other Company Program or used as part of the Company's Services.

8. LINKS TO, AND USE OF, THIRD PARTY SITES OR PROGRAMS.

The Company Website or other Company Programs may now or in the future provide links or other access to Internet websites, forums, or other programs that are not under the Company's sole control and not solely owned by the Company (collectively referred to as "Third Party Sites"). If a User clicks on a link to, or otherwise gains access to, any such Third Party Site, the User will be transported to one of these Third Party Sites.

THIS PRIVACY POLICY ONLY APPLIES TO THE COMPANY WEBSITE AND THE OTHER COMPANY PROGRAMS DIRECTLY OWNED BY THE COMPANY. THEREFORE, THIS PRIVACY POLICY: (A) DOES NOT DESCRIBE THE PRIVACY POLICIES OF ANY OF THESE THIRD PARTY SITES; AND (B) DOES NOT GOVERN THE COLLECTION OR USE OF YOUR PERSONAL INFORMATION BY THE THIRD PARTY SITES. THE COMPANY IS NOT RESPONSIBLE FOR THE PRIVACY PRACTICES OF ANY OF THESE THIRD PARTY SITES. IF A USER CLICKS ON A LINK TO, OR IS SENT TO A LINK OF, OR OTHERWISE GAINS ACCESS TO, A THIRD PARTY SITE, THE USER SHOULD REVIEW THE PRIVACY STATEMENTS OR POLICIES OF SUCH THIRD PARTY SITES (IF ANY) TO DETERMINE THAT PARTICULAR THIRD PARTY SITES' PRACTICES WITH REGARD TO THE COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH USER AGREES THAT IF THE USER USES ANY THIRD PARTY SITES IN ANY WAY, THE USER IS AWARE THAT ANY OF THE USER'S PERSONAL INFORMATION THAT THE USER PROVIDES TO THAT THIRD PARTY SITE MIGHT BE READ, COLLECTED, SHARED, DISTRIBUTED, OR OTHERWISE USED BY OTHER USERS OF THAT THIRD PARTY SITE OR BY ANY OTHER THIRD PARTIES, AND COULD BE USED TO SEND THE USER UNSOLICITED MESSAGES. THE COMPANY IS NOT RESPONSIBLE FOR ANY PERSONAL INFORMATION THAT THE USER ELECTS TO SUBMIT IN, OR OTHERWISE MAKE AVAILABLE TO, THESE THIRD PARTY SITES.

Any link to any Third Party Site from the Company Website or any other Company Program does not imply any endorsement of the privacy practices of such Third Party Site by the Company, and no such Third Party Site is authorized to make any representation or warranty on Our behalf.

9. INFORMATION SECURITY

No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, We cannot guarantee its absolute security. We make efforts to protect Your Personal Information from improper or unauthorized loss, misuse, access, disclosure, alteration,

or destruction. If You have questions about the security of Your Personal Information, contact the Company at the email or regular mailing address specified in the Contact Use section below.

10. DATA RETENTION

We will retain Your Personal Information for as long as necessary to fulfill the purposes for which We collected it, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for Personal Information, We consider the amount, nature, and sensitivity of the Personal Information, the potential risk of harm from unauthorized use, access, or disclosure of Your Personal Information, the purposes for which We process Your Personal Information, whether We can achieve those purposes through other means, and the applicable legal requirements.

11. THIS PRIVACY POLICY MAY CHANGE.

We reserve the right to change, modify or clarify this Privacy Policy at any time (“Changes”), so please review it frequently. All such Changes to this Privacy Policy will take effect immediately upon their posting on the Company Website or any other Company Program. The Company reserves the right to make any and all Changes to the Privacy Policy without providing individualized notice to a User. YOU HEREBY AGREE THAT YOU ARE BOUND BY ALL CHANGES TO, AND ANY UPDATED VERSION OF, THIS PRIVACY POLICY THAT ARE IN EFFECT EACH TIME YOU USE THE COMPANY’S SERVICES, INCLUDING WITHOUT LIMITATION USING THE COMPANY WEBSITE OR ANY OTHER COMPANY PROGRAM. THUS, THE TERMS OF THIS PRIVACY POLICY MAY BE DIFFERENT THE NEXT TIME YOU USE ANY OF THE COMPANY’S SERVICES OR THE NEXT TIME YOU USE THE COMPANY WEBSITE OR ANY OTHER COMPANY PROGRAM. ANY SUCH USE BY YOU AFTER SUCH CHANGES SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE BY THE USER OF ALL SUCH CHANGES. EACH USER SHOULD REGULARLY REVIEW AND PRINT THIS PRIVACY POLICY FOR THE USER’S RECORD. If the Company is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products or services to You.

12. ADDITIONAL NOTICES AND DISCLOSURES UNDER SPECIFIC LAWS

NOTICE TO WASHINGTON RESIDENTS: Under the Washington My Health My Data Act, residents of the State of Washington (“Washington Residents”) have certain rights with respect to consumer health data, and such rights are hereby disclosed to all such Washington Residents as set forth in Appendix 1 of this Privacy Policy.

13. CONTACT US.

If a User believes that the Company is not complying with the policies outlined in this Privacy Policy, or if the User has any questions relating to this Privacy Policy, then the User should write to the Company at privacypolicy@nomadfitlab.com.

APPENDIX 1

WASHINGTON CONSUMER HEALTH DATA PRIVACY POLICY

PROVIDED BY NOMAD FIT LABS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY (THE “COMPANY”, “WE” OR “US”).

Effective Date: AUGUST 16, 2024

1. YOUR WASHINGTON PRIVACY RIGHTS UNDER THE MY HEALTH MY DATA ACT

Under the Washington My Healthy My Data Act, (the “WMHMDA”) if you (“You”) are a resident of Washington, You have the following rights with respect to Your Consumer Health Data as defined in the WMHMDA .

1.1 Disclosure of Our Consumer Health Data Collection and Processing Practices.

Consumer Health Data as defined in the WMHMDA means personal information that is linked or reasonably linkable to You and that identifies the Your past, present, or future physical or mental health status. Personal Information as defined under the WMHMDA means information that identifies or is reasonably capable of being associated or linked, directly or indirectly, with a particular consumer. We refer in this Policy to this data as “Washington Consumer Health Data.” By continuing to use this website or the Company Programs, you are consenting to the collection and sharing of Washington Consumer Health data as described in this Policy.

1.1.1 Categories of Washington Consumer health data collected. We collect Washington Consumer Health Data, as such term is defined under the WMHMDA, in connection with our services and products (the “Company’s Services”) and the type of Washington Consumer Health Data we collect depends on the specific types of service or product offering that you use or receive from us and your interaction with us. Examples of Washington Consumer Health Data that we collect may include:

- information we collect during your body scans;
- any health-related information that you share with us, such as intake information or any information you share with our experts, technicians, or customer support services;
- any health-related information that you provide through your use of our web application or interactive report interfaces;
- other information that may be used to infer or derive data related to the above or other health-related information;
- measurements of bodily functions, vital signs, symptoms, or health

characteristics, steps and other physical activity data (e.g., swimming, biking, burned calories, heart rate), activity and fitness time data, sleep data, nutrition data, mindfulness data, blood pressure, pulse and heart rate data, weight tracking data (e.g., body fat percentage, weight, height, body mass index, and other body mass information), blood glucose data, blood oxygen levels data, and body temperature data;

- biometric data, such as your fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait or other physical patterns and other imagery from which an identifier template can be extracted;
- precise geolocation information that could reasonably indicate your attempt to acquire or receive health services or supplies;
- information that could identify your attempt to seek health care services or information (e.g., we may collect your search queries on our websites and mobile apps, which may include queries concerning healthrelated topics); and
- other information that may be used to infer or derive data related to the above or other health information.

1.1.2 Purpose for which data is collected including how it will be used. We may process and/or use your Washington Consumer Health Data (including with your consent where required by the Consumer Health Privacy Laws) for the following purposes:

To allow the Company (and, as applicable, its Affiliates as defined in the main Privacy Policy) to provide or deliver to you the Company's Services or for any other purposes as otherwise contemplated by the Company's Terms of Service Agreement.

- To manage and provide the Company Programs (as defined in the main Privacy Policy)
- To manage, provide, maintain, and improve the Company's business,
- To respond to your questions, concerns, and other requests for assistance,
- To customize your browsing experience on any of the Company Programs;
- To customize your experience using or receiving the Company's Services,
- For market research and providing insights into consumer health behaviors/conditions,

- To build and enhance consumer profiles,
- To provide targeted offers that may be of interest to you,
- To create anonymous, aggregated, or deidentified data.

We may also combine your Consumer Health Data with other personal information we collect directly from you or receive from other sources.

1.1.3 Categories of sources of Washington Consumer Health Data collected.

The Washington Consumer Health Data we collect depends on the context of your interactions with our Company Program(s). Information on the categories of sources may be found in our main Privacy Policy [insert hyperlink to section] Sections 1.1, 1.2 and 1.3.

1.1.4 Categories of Consumer Health Data that is Shared.

- information we collect during your body scans;
- any health-related information that you share with us, such as intake information or any information you share with our experts, technicians, or customer support services;
- any health-related information that you provide through your use of our web application or interactive report interfaces;
- other information that may be used to infer or derive data related to the above or other health-related information;
- measurements of bodily functions, vital signs, symptoms, or health characteristics, steps and other physical activity data (e.g., swimming, biking, burned calories, heart rate), activity and fitness time data, sleep data, nutrition data, mindfulness data, blood pressure, pulse and heart rate data, weight tracking data (e.g., body fat percentage, weight, height, body mass index, and other body mass information), blood glucose data, blood oxygen levels data, and body temperature data;
- biometric data, such as your fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait or other physical patterns and other imagery from which an identifier template can be extracted;
- precise geolocation information that could reasonably indicate your attempt to acquire or receive health services or supplies;
- information that could identify your attempt to seek health care services or information (e.g., we may collect your search queries on our websites and mobile apps, which may include queries concerning health-related topics); and

- other information that may be used to infer or derive data related to the above or other health information.

1.1.5 Categories of Third Parties and Specific Affiliates with whom we share Washington Consumer Health Data.

- Payment processors, including, but not limited to Stripe
- Portal providers, including, but not limited to Acuity, a/k/a Squarespace
- The Company's Affiliates, including but not limited to DexTec, LLC, a Washington Limited Liability Company

Additional information relating to how we collect and the purpose for which data not subject to the WMHMDA (also referred to as "Personal Information") is contained in our main Privacy Policy.

1.2 Right of Access.

You have the right to confirm whether we are processing Washington Consumer Health Data concerning You and to access to Your Washington Consumer Health Data, including a list of all third parties and affiliates with whom we have shared or sold your Washington Consumer Health Data and an active email address or other online mechanism to contact these third parties.

1.3 Right to Withdraw Consent.

You have the right to withdraw consent from our collection and sharing of Washington Consumer Health Data concerning You.

1.4 Right to Deletion.

You have the right to have Washington Consumer Health Data deleted from our network, including archived or backup systems, provided that there might be a delay to enable restoration of the archived backup system for no longer than six months from the authentication of the deletion request. Upon the receipt and confirmation of an authenticated request to delete under this section, we have a duty to notify all affiliates, processors, contractors, and other third parties with whom we shared Washington Consumer Health Data of the deletion request and all affiliates, processors, contractors, and other third parties must honor your request to delete.

1.5 Right to Appeal.

If your request to exercise a right under WMHMDA is denied, you may appeal that decision by contacting us according to the instructions in Section 2 below.

1.6 Your Washington Consumer Health Data May Not Be Sold without Your Valid Authorization

We do not sell or offer to sell your Washington Consumer Health Data without first obtaining a valid authorization from You. This authorization is separate and distinct from the consent obtained to collect or share Washington Consumer Health Data.

2. HOW TO EXERCISE YOUR WMHMDA RIGHTS

Unless otherwise specified, to exercise any of Your rights described in this Appendix, please submit Your request to Us at privacypolicy@nomadfitlab.com with the subject “Washington Consumer Health Data Request.” We shall respond to Your request within forty-five (45) days of receipt. The response period may be extended once by fortyfive (45) additional days when reasonably necessary, taking into account the complexity and number of requests and We inform You of such extension within the initial forty-five (45) day response period, together with the reason for the extension.

If We decline to take action on Your request, We shall so inform You without undue delay, within forty-five (45) days of receipt of Your request. The notification will include a justification for declining to take action and instructions on how You may appeal.

We shall provide information in response to Your request free of charge, up to twice annually, unless requests are manifestly unfounded, excessive or repetitive. If We are unable to authenticate Your request using commercially reasonable efforts, We may request additional information reasonably necessary to authenticate You and Your request. If We cannot authenticate You and Your request, We will not be able to grant Your request. After You have received a notice that We have declined to take action on Your request, You may appeal by sending Your appeal to privacypolicy@nomadfitlab.com with the subject “WMHMDA Appeal.” We shall respond to You within forty-five (45) days of receipt of the appeal in writing of any action taken or not taken in response to the appeal, including a written explanation of the reasons for the decision. If We deny Your appeal, You may file a complaint with the Washington Attorney General at <https://www.atg.wa.gov/protecting-washingtonians-personal-health-data-and-privacy>. (<https://www.atg.wa.gov/protecting-washingtonians-personal-health-data-and-privacy>). (<https://www.atg.wa.gov/protecting-washingtonians-personal-health-data-and-privacy>)