# **PRIVACY POLICY**

Sympliact, Inc. ("Sympliact") respects the privacy of others. This PRIVACY POLICY (this "Privacy Policy") is intended to explain Sympliact's privacy practices with respect to the <a href="https://www.sympliact.com">www.sympliact.com</a> website (together with its pages, features, and functions, and any mobile versions of the foregoing, the "Site") and the Sympliact mobile application that links to this Privacy Policy (together with its sections, features, and functions, the "App"). This Privacy Policy is also intended to provide you (together with any person helping you visit, access, register with or use the Site and/or the App, "you" or "your") with an overview of the following:

- the type of information about you Sympliact collects through the Site and the App;
- how Sympliact collects that information;
- how Sympliact uses that information;
- who will have access to that information; and
- Sympliact's security measures for protecting that information.

THIS PRIVACY POLICY APPLIES TO INFORMATION COLLECTED THROUGH THE SITE AND/OR THE APP. CAREFULLY READ THIS PRIVACY POLICY IN ITS ENTIRETY.

YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST-RECENT VERSION OF THIS PRIVACY POLICY, AS WELL AS SYMPLIACT'S TERMS AND CONDITIONS, WHENEVER YOU CREATE, REGISTER WITH OR LOG INTO AN ACCOUNT ON OR THROUGH THE SITE AND/OR THE APP. SIMILARLY, YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST-RECENT VERSION OF THIS PRIVACY POLICY, AS WELL AS SYMPLIACT'S TERMS AND CONDITIONS, WHENEVER YOU VISIT, ACCESS, REGISTER WITH OR USE THE SITE, THE APP OR ANY PRODUCTS OR SERVICES PROVIDED BY SYMPLIACT ON OR THROUGH THE SITE AND/OR THE APP; AND YOUR CONTINUING VISIT, ACCESS, REGISTRATION WITH OR USE OF ANY OF THE FOREGOING REAFFIRMS YOUR ACCEPTANCE AND AGREEMENT IN EACH INSTANCE. TO THE EXTENT YOUR ACTIVITIES WITH THE SITE OR THE APP INVOLVE THE PROVISION OF INFORMATION TO OR FROM A HEALTH CARE PROVIDER OR HEALTH PLAN THAT IS A "COVERED ENTITY" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER ("HIPAA"), YOU MAY ALSO BE REQUIRED TO ACCEPT THE NOTICE OF PRIVACY PRACTICES ("NOTICE OF PRIVACY PRACTICES") OF SUCH COVERED ENTITY; YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO SUCH COVERED ENTITY WILL BE GOVERNED BY THE APPLICABLE NOTICE OF PRIVACY PRACTICES.

As used herein, the term "personal information" means information (including personally identifiable information) that would allow someone to specifically identify you or contact you physically or online (e.g., your name, physical address, telephone number, email address, social security number); and the term "non-personal information" means any information other than personal information that Symplicat may collect from you.

### 1. A SPECIAL NOTE ABOUT MINORS.

The Site is a general audience website intended for use by adults. Neither the Site nor the App is designed or intended to attract, and is not directed to, children under eighteen (18) years of age, let alone children under thirteen (13) years of age. Sympliact does not collect personal information through the Site or the App from any person it actually knows to be under thirteen (13) years of age. If Sympliact obtains actual knowledge that it has collected personal information through the Site or the App from a person under thirteen (13) years of age, then it will use reasonable efforts to refrain from further using such personal information or maintaining it in retrievable form. The foregoing does not apply to the personal information of a person under thirteen (13) years of age if such information was collected from the parent or legal guardian of such person.

Furthermore, if you are under eighteen (18) years of age, then you (or your parent or legal guardian) may at any time request that Sympliact remove content or information about you that is posted on or collected through the Site and/or the App. Please submit any such request ("Request for Removal of Minor Information") to privacy@sympliact.com, with a subject line of "Removal of Minor Information."

For each Request for Removal of Minor Information, please state "Removal of Minor Information" in the email or letter subject line, and clearly state the following in the body:

- a. the nature of your request;
- b. the identity of the content or information to be removed;
- c. whether such content or information is found on the Site or the App;
- d. the location of content or information on the Site or the App (e.g., providing the URL for the specific web page the content or information is found on);
- e. that the request is related to the "Removal of Minor Information;"
- f. your name, street address, city, state, zip code and email address; and
- g. whether you prefer to receive a response to your request by mail or email.

Sympliact is not responsible for failing to comply with any Request for Removal of Minor Information that is incomplete, incorrectly labeled or incorrectly sent.

PLEASE NOTE THAT THE AFOREMENTIONED REMOVAL DOES NOT ENSURE COMPLETE OR COMPREHENSIVE REMOVAL OF SUCH CONTENT OR INFORMATION POSTED ON THE SITE OR THE APP.

Also, please note that Sympliact is not required to erase or otherwise eliminate, or to enable erasure or elimination of, such content or information in certain circumstances, such as, for example, when an international, federal, state, or local law, rule or regulation requires Sympliact to maintain the content or information; when the content or information is stored on or posted to the Site or the App by a third party other than you (including any content or information posted by you that was stored, republished or reposted by the third party); when Sympliact anonymizes the content or

information, so that you cannot be individually identified; when you do not follow the aforementioned instructions for requesting the removal of the content or information; and when you have received compensation or other consideration for providing the content or information.

The foregoing is a description of Sympliact's voluntary practices concerning the collection (or lack of collection) of personal information through the Site and/or the App from certain minors, and is not intended to be an admission that Sympliact is subject to the Children's Online Privacy Protection Act, the Federal Trade Commission's Children's Online Privacy Protection Rule(s), or any similar international, federal, state, or local laws, rules, or regulations.

## 2. CATEGORIES OF INFORMATION COLLECTED.

Sympliact might collect personal and non-personal information about you on or through the Site and/or the App, as might third-party websites, networks, platforms, servers, or applications that you access on or through the Site and/or the App. The categories of such information might include, for example:

- Your name (first, last, and/or middle);
- Your unique identifiers (e.g., username, pseudonym);
- Your date of birth;
- Your login information for the Site and/or the App (e.g., username, password, security questions and answers, Touch/Face ID);
- Your biometrics information (e.g., biometrics data used in connection with Touch/Face ID);
- Your company name and/or title;
- Your home and/or business contact information (e.g., mailing address, email address, telephone number, facsimile number);
- Your driver's license and/or driver's license information:
- Your profession;
- Your gender, race, age, and other demographic information;
- Your electronic signature;
- Your image, photographic information, and/or video information;
- Information about your family members, family history, dependents, and/or household;
- Your emergency contact information (e.g., name, contact information, and relationship with your emergency contact person);

- Your business contact information (e.g., company, title, mailing address, email address, telephone number, facsimile number, tax identification number);
- Your computer, mobile device and/or browser information (e.g., IP address, mobile device ID information, operating system, connection speed, bandwidth, browser type, referring/exit web pages, web page requests, cookie information, hardware attributes, software attributes);
- Usage activity concerning your interactions with the Site, the App and/or any third-party websites, networks, platforms, servers or applications accessed on or through the Site and/or the App (e.g., how you accessed the Site or the App, where you go when you leave the Site or the App, number of clicks on a page or feature, amount of time spent on the Site or the App or a page or feature, and identity of third-party websites, networks, platforms, servers and applications accessed through the Site or the App);
- Usage activity concerning videos, articles, or any other content provided to or accessed by you on or through the Site, the App, and/or any third party websites, networks, platforms, servers, or applications accessed on or through the Site or the App (e.g., viewing habits, viewing preferences, viewing history, title selections, favorites, streams, downloads, demographics and closed captioning selections);
- Information concerning the type of content that you access or might prefer to access on the Site, the App, and/or any third-party websites, networks, platforms, servers, or applications accessed on or through the Site and/or the App;
- Information about third parties that you refer to Sympliact (e.g., name, contact information, relationship);
- Information set forth in the Site's and/or the App's online account registration, user profile, and/or user directory forms completed by you;
- Information set forth in your user account and profile with the Site and/or the App;
- Statements or content (e.g., comments, videos, photographs, images), and information about such statements or content, which you submit or publish on or through the Site and/or the App;
- Your answers to questionnaires submitted on, through, or in relation to the Site and/or the App;
- Information relating to your health and medical history;
- Information relating to your prescription medication history and medical, dental, and vision insurance;
- Your geolocation;
- The name associated with your mobile device;

- The telephone number associated with your mobile device;
- Your mobile device ID information; and
- Any other personal or non-personal information that you are asked to provide on or through the Site or the App.

## 3. How Information Is Collected.

Sympliact might collect personal and non-personal information from you when you visit, access, register with, or use the Site and/or the App or any of its products or services; when you access or use any third-party websites, networks, platforms, servers, or applications accessible on or through the Site and/or the App (including, without limitation, third party APIs); when you request, register for, order or purchase any products or services on, through or in relation to the Site; when you "sign in," "log in" or the like to the Site and/or the App; when you allow the Site to access, upload, download, import or export content found on or through, or to otherwise interact with, your computer or mobile device (or any other device you may use to visit, access, register with or use the Site or the App) or online accounts with third-party websites, networks, platforms, servers or applications (e.g., your online social media accounts, your cloud drives and servers, your mobile device service provider); or whenever Sympliact asks you for such information, such as, for example, when you answer an online survey or questionnaire.

In addition, if you or a third party sends Sympliact a comment, message or other communication (such as, by way of example only, email, instant message, letter, fax, phone call, or voice message) about or referencing you or your activities in relation to the Site or the App, then Sympliact may collect any personal or non-personal information provided therein or therewith.

Sympliact might also use various tracking, data aggregation and/or data analysis technologies, including, for example, the following:

- Cookies, which are small data files (e.g., text files) stored on the browser or device you use to view a website or message. They may help store user preferences and activity, and may allow a website to recognize a particular browser or device. There are several types of cookies, including, for example, browser cookies, session cookies, and persistent cookies. Cookies may record information you access on one page of a website to simplify subsequent interaction with that website, or to help streamline your transactions on related pages of that website. Most major browsers are set up so that they will initially accept cookies, but you might be able to adjust your browser's or device's preferences to issue you an alert when a cookie is downloaded, or to block, reject, disable, delete or manage the use of some or all cookies on your browser or device.
- Flash cookies, which are cookies written using Adobe Flash, and which may be
  permanently stored on your device. Like regular cookies, Flash cookies may help store
  user preferences and activity, and may allow a website to recognize a particular browser or
  device. Flash cookies are not managed by the same browser settings that are used for
  regular cookies.

- Web beacons, which are pieces of code embedded in a website or email to monitor your activity on the website or your opening of the email, and which can pass along information such as the IP address of the computer or device you use to view the website or open the email, the URL page on which the web beacon is located, the type of browser that was used to access the website, and previously set cookie values. Web beacons are sometimes used to collect advertising data, such as counting page views, promotion views or advertising responses. Disabling your computer's, device's or browser's cookies may prevent some web beacons from tracking or recording certain information about your activities.
- Scripts, which are pieces of code embedded in a website to define how the website behaves in response to certain key or click requests sent by the user. Scripts are sometimes used to collect information about the user's interactions with the website, such as the links the user clicks on. Scripts are often times temporarily downloaded to the user's computer or device from the website server, active only while the user is connected to the Site and/or the App, and deactivated or deleted when the user disconnects from the Site and/or the App.
- Analytic tools and services, which are sometimes offered by third parties, and which track, measure and/or generate information about a website's or program's traffic, sales, audience and similar information, and which may be used for various reasons, such as, for example, statistical research, marketing research, and content ratings research, and conversion tracking. Sympliact may also use third-party analytic tools and services (including, for example, Google Analytics and Alexa).
- Other third-party data tracking or analytic technologies (e.g., deep linking, eTags, device fingerprinting or cross-device tracking).

Please be advised that if you choose to block, reject, disable, delete or change the management settings for any or all of the aforementioned technologies and/or other tracking, data aggregation and data analysis technologies, then certain areas of the Site and/or the App might not function properly.

By visiting, accessing, registering with or using the Site and/or the App, you acknowledge and agree in each instance that you are giving Sympliact permission to monitor or otherwise track your activities on the Site and/or the App, and that Sympliact may use the aforementioned technologies and/or other tracking, data aggregation and data analysis technologies.

## 4. USE OF INFORMATION COLLECTED.

Sympliact may use the personal and/or non-personal information it collects from you on or through the Site or the App (or third-party websites, networks, platforms, servers, or applications that you access on or through the Site or the App) in a variety of ways, including, for example, to:

- Operate, manage, administer, facilitate, maintain, monitor, update, and improve the Site, the App, the third-party websites, networks, platforms, servers, or applications that you access on or through the Site or the App, and their respective products and services;
- Facilitate, maintain, monitor, update, and improve your access to, movement throughout, registration with, accounts with, and use of the Site, the App, the third-party websites,

networks, platforms, servers, or applications that you access on or through the Site or the App, and their respective products and services;

- Verify your identity;
- Facilitate the performance of services to you in relation to the Site and/or the App;
- Place, fulfill, process and/or track your requests;
- Facilitate and maintain your access of, registration with and use of the Site, the App and/or their products and services;
- Facilitate and maintain your movement throughout the Site and/or the App;
- Facilitate and maintain your accounts and profiles with the Site and/or the App;
- Facilitate the secured linkage of your healthcare information and medical history across your network of providers (including, without limitation, through the secured and HIPAAcompliant sympliSYNC feature);
- Facilitate the secured sharing and linkage of the healthcare information and medical history of you and your family and dependents;
- Provide customer service;
- Operate the Site, the App, and their products and services;
- Send you communications like, for example, administrative emails, answers to your questions and updates about the Site and/or the App, and newsletters;
- Send you in-app messages (including, without limitation, through the personal healthcare assistant feature of the App);
- Send you "push notifications" via the App to your mobile device;
- Provide you with information about Sympliact, its parents, its subsidiaries, its affiliates and/or their respective businesses, products and services;
- Provide you with information about third-party businesses, products and/or services;
- Provide you with customized content, services, and user experiences, including advertising
  and promotional information (e.g., targeted ads, retargeted ads), recommendations for
  content you might like, and cross-app or cross-site functionality across multiple third-party
  websites and mobile apps;
- Improve the Site, the App and/or their content, products, and services;
- Improve the products, services, marketing and/or promotional efforts of Sympliact, its parents, its subsidiaries and/or its affiliates;

- Research, develop, create, and improve the various products, services, marketing and/or promotions of Sympliact, its parents, its subsidiaries and/or its affiliates;
- Market the businesses, products and/or services of Sympliact, its parents, its subsidiaries, its affiliates, and/or the third-party websites, networks, platforms, servers, or applications that you access on or through the Site or the App;
- Help personalize user experiences with the Site, the App, the third-party websites, networks, platforms, servers, or applications that you access on or through the Site or the App, and/or their respective products and services;
- Analyze traffic, user behavior and user activity on, to, and through the Site, the App, and/or the third-party websites, networks, platforms, servers, or applications that you access on or through the Site or the App;
- Conduct research and measurement activities for purposes of product and service research and development, advertising claim substantiation, market research and other activities related to Sympliact, its parents, its subsidiaries, its affiliates, the Site, the App, the third-party websites, networks, platforms, servers, or applications that you access on or through the Site or the App, and/or their respective features, products and services;
- Monitor the activities of you and others on or through the Site and/or the App;
- Create device fingerprints and profiles about the possible relationships among different browsers and devices;
- Create consumer profiles, which may combine your personal or non-personal information (and the personal or non-personal information of your family and dependents) from the Site and/or the App with your personal or non-personal information from another source or service;
- Protect or enforce Sympliact's rights and properties; and/or
- Protect or enforce the rights and properties of others (which may include you), assuming that Sympliact believes it has an obligation to do so.

Sympliact reserves the right to use, and to allow others to use, your personal and non-personal information when:

- Required by applicable law, court order or other governmental authority (including, without limitation and by way of example only, in response to a subpoena or other legal process); and/or
- Sympliact believes in good faith that such use is otherwise necessary or advisable (including, without limitation and by way of example only, to investigate, prevent, or take legal action against someone who may be causing injury to, interfering with, or threatening the rights, obligations or properties of Sympliact, a user of the Site and/or the App (which

may include you) or anyone else who may be harmed by such activities or to further Sympliact's legitimate business interests).

### 5. SHARING OF INFORMATION COLLECTED.

Sympliact reserves the right, but not the obligation, to share your personal information with the following:

- Dentists, doctors, other healthcare providers, insurers, health plans, and other Covered Entities that contract with Sympliact, which you have indicated have the right to access your personal information and share your personal information with Sympliact;
- Sympliact's employees, agents, and administrators;
- Sympliact's accountants, financial advisors, and legal advisors;
- Sympliact's parents, subsidiaries, and other affiliates;
- Service providers and other third parties who help Sympliact provide, manage, administer, maintain, monitor, distribute, operate, or facilitate the Site and/or the App, who help Sympliact develop, market or provide its products and services, or who help further Sympliact's business efforts (e.g., web hosting companies, website administrators, mobile app distribution platforms, support services companies, data analytics and analysis companies, advertising partners, and payment processing vendors), as needed in order for them to perform such services;
- Law enforcement or other governmental entities in response to what Sympliact believes to be an allegation or suspicion of illegal activity, a request relating to a civil or criminal investigation, an allegation or suspicion of illegal activity, a subpoena, a court order, or any other activity that may expose Sympliact to liability if it does not act or comply;
- Any third parties who Sympliact believes are necessary to help or allow Sympliact to
  protect and enforce its rights and properties, including, without limitation, to enforce its
  rights under Sympliact's <u>Terms and Conditions</u> or any other agreements it has with you,
  and to protect and enforce its intellectual property rights; and/or
- Any third parties who Sympliact believes are necessary to help or allow Sympliact to protect the rights and properties of others (which may include you), assuming that Sympliact believes it has an obligation to do so.

Sympliact also reserves the right to share your personal information with third parties in connection with or as a result of any potential or actual merger, acquisition or other event involving a change in ownership or control of Sympliact or Sympliact's business (whether by sale of assets, merger, stock purchase or otherwise).

Sympliact also reserves the right to use data collected on, through, or in relation to the Site and/or the App (including, without limitation, your personal information) for use in conducting medical research, studies, and publications (and any other research, studies, and publications) and to share

the same with third parties; provided, however, that any such use of such data will be on an anonymized or de-identified basis and otherwise in compliance with Sympliact's legal and contractual obligations.

Sympliact does not limit the ways in which it might use or share non-personal information – and Sympliact reserves the unencumbered right, but not the obligation, to use or share non-personal information – because non-personal information does not identify you. For example, Sympliact may freely share non-personal information with its parent, subsidiary and affiliated companies, its vendors, its suppliers, its representatives and its customers, as well as with other individuals, businesses and government entities.

You may choose to share certain of your personal and non-personal information with other users of the Site and/or the App.

### 6. DATA RETENTION.

Sympliact may retain your personal information and non-personal information for as long as it believes necessary, and as long as necessary for Sympliact to comply with its legal and contractual obligations. Sympliact is not the legal custodian of any health care information about you, and may dispose of or delete any personal information or non-personal information at any time, except as set forth in any other agreement or document executed by both you and Sympliact concerning the same or as required by law.

#### 7. THIRD PARTY APPLICATIONS AND NETWORKS.

The Site, the App and/or any communications sent through or as a function of the Site and/or the App might contain links to third-party websites, networks, platforms, servers and/or applications. Third-party websites, networks, platforms, servers and/or applications might also contain links to the Site and/or the App.

In addition, you might have the opportunity to access the Site and/or the App using your online user accounts with certain third-party websites, networks, platforms, servers or applications, which might be subject to separate privacy policies pertaining to those third-party websites, networks, platforms, servers or applications. Sympliact might also collect information from those third-party websites, networks, platforms, servers or applications (such as, for example, your name, gender, date of birth and personal interests, when you "like" or click links provided by or through those third-party websites, networks, platforms, servers, or applications and other information available through your online account or page with those third-party websites, networks, platforms, servers or applications).

Moreover, Sympliact might permit third parties to use their own tracking, data aggregation and/or data analysis technologies like the ones described above (e.g., third-party cookies).

TO THE FULLEST EXTENT PERMITTED BY LAW, SYMPLIACT IS NOT RESPONSIBLE FOR, AND YOU HEREBY RELEASE SYMPLIACT FROM ANY AND ALL LIABILITY WHICH MAY ARISE FROM, SUCH THIRD-PARTY WEBSITES, NETWORKS, PLATFORMS, SERVERS AND APPLICATIONS (INCLUDING, WITHOUT LIMITATION, THE PRIVACY POLICIES AND PRACTICES OF SUCH THIRD-PARTY WEBSITES, NETWORKS, PLATFORMS, SERVERS AND APPLICATIONS). IT IS YOUR RESPONSIBILITY,

AND YOUR RESPONSIBILITY ALONE, TO CAREFULLY READ, ACCEPT AND COMPLY WITH ANY AND ALL RELEVANT TERMS OF USE, WAIVERS, AND PRIVACY POLICIES ASSOCIATED WITH THOSE THIRD-PARTY WEBSITES, NETWORKS, PLATFORMS, SERVERS AND APPLICATIONS.

### 8. SECURITY.

Sympliact implements security measures to help protect the personal information it collects through the Site and/or the App. For example, Sympliact may encrypt the transmission of information through the Site and/or the App by using secure socket layer (SSL) technology.

REGARDLESS OF THE FOREGOING, PLEASE OBSERVE THAT "PERFECT" OR "100%" SECURITY DOES NOT EXIST ON THE INTERNET. THEREFORE, YOUR ACCESS AND USE OF THE SITE OR THE APP, AND YOUR OPENING OF ANY COMMUNICATIONS SENT THROUGH OR AS A FUNCTION OF THE SITE OR THE APP, ARE DONE AT YOUR OWN RISK.

To help maintain the security of your personal information, Sympliact asks that you please notify it immediately of any unauthorized visit, access or use of the Site and/or the App, or the loss or unauthorized use of your user access information for the Site and/or the App (e.g., username or password).

# 9. RETENTION, REVIEW, AND CHANGE OF INFORMATION COLLECTED.

You may request at any time that Sympliact provide you with an opportunity to review and change your personal information collected through the Site and/or the App, if any, or to no longer use your personal information to provide you with any products or services. Please submit any such request ("Request Concerning Personal Information") to privacy@sympliact.com, with a subject line of "Your Personal Information."

For each Request Concerning Personal Information, please state "Your Personal Information" in the email or letter subject line, and please clearly state the following in the body:

- a. the nature of your request;
- b. that the request is related to "Your Personal Information;"
- c. your name, street address, city, state, zip code and email address; and
- d. whether you prefer to receive a response to your request by mail or email.

Sympliact is not responsible for any Request Concerning Personal Information that is incomplete, incorrectly labeled or incorrectly sent. You are solely responsible for the accuracy and content of your personal information, and for keeping your personal information current and correct.

## 10. YOUR CALIFORNIA PRIVACY RIGHTS.

If you are a resident of the State of California and Sympliact has an established business relationship with you, then, pursuant to Section 1798.83 of the California Civil Code, you have the right to request the following at any time: (a) information from Sympliact free of charge

regarding the manner in which Sympliact shares certain personal information collected through the Site and/or the App with third parties who use such information for direct marketing purposes; and (b) the discontinuation (or opt-out) of Sympliact's sharing of such information with such third parties. Please submit any such request ("California Privacy Rights Request") to <a href="mailto:privacy@sympliact.com">privacy@sympliact.com</a>, with a subject line of "Your California Privacy Rights."

For each California Privacy Rights Request, please state "Your California Privacy Rights" in the email or letter subject line, and clearly state the following in the body:

- a. the nature of your request;
- b. that the request is related to "Your California Privacy Rights;"
- c. your name, street address, city, state, zip code and email address; and
- d. whether you prefer to receive a response to your request by mail or email.

Sympliact is not responsible for a California Privacy Rights Request that is incomplete, incorrectly labeled or incorrectly sent. You are solely responsible for the accuracy and content of your personal information, and for keeping your personal information current and correct.

Further, Sympliact does not respond to "do not track" (DNT) signals.

Finally, as explained further above, Sympliact does not authorize third parties to collect your personal information when you use the Site and/or the App, except as expressly stated in this Privacy Policy. To the fullest extent permitted by Law, Sympliact is not responsible for, and you hereby release Sympliact from any and all liability which may arise from, such third parties' unauthorized collection of your personal information.

## 11. MODIFICATIONS OF THIS PRIVACY POLICY.

SYMPLIACT MAY SUPPLEMENT, AMEND, OR OTHERWISE MODIFY THIS PRIVACY POLICY AT ANY TIME WITHOUT NOTICE TO YOU. SUCH SUPPLEMENTS, AMENDMENTS AND OTHER MODIFICATIONS WILL BE POSTED ON THIS OR A SIMILAR PAGE OF THE SITE AND/OR THE APP AND SHALL BE DEEMED EFFECTIVE AS OF THEIR STATED EFFECTIVE OR MODIFICATION DATES. IT IS YOUR RESPONSIBILITY TO CAREFULLY REVIEW THIS PRIVACY POLICY EACH TIME YOU VISIT, ACCESS, REGISTER WITH OR USE THE SITE AND/OR THE APP.

AGAIN, BY VISITING, ACCESSING, REGISTERING WITH OR USING THE SITE OR THE APP, YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST-RECENT VERSION OF THIS PRIVACY POLICY, AS WELL AS THE MOST-RECENT VERSION OF SYMPLIACT'S TERMS AND CONDITIONS, AND YOUR CONTINUING VISIT, ACCESS, REGISTRATION WITH OR USE OF THE SITE OR THE APP REAFFIRMS YOUR ACCEPTANCE AND AGREEMENT IN EACH INSTANCE.

## 12. SEVERABILITY.

If any term or condition of this Privacy Policy is deemed invalid or unenforceable by a court of law with binding authority, then the remaining terms and conditions shall not be affected, and the

court shall reform the invalidated or unenforceable term or condition to the maximum extent permitted under the law and consistent with the intent of this Privacy Policy.

#### 13. CONTACT US.

Please direct any questions you may have about this Privacy Policy to <u>privacy@sympliact.com</u>, with a subject line of "Privacy Policy." The foregoing contact information may change from time to time by supplementation, amendment, or modification of this Privacy Policy.

## 14. INTERNATIONAL USERS.

For any of the above purposes and in view of Sympliact's global operations, you agree that Sympliact may transfer some or all of your personal information, your non-personal information and/or other data to countries outside your resident jurisdiction, and may process and/or store such information in the United States of America. You agree and recognize that countries outside of your jurisdiction may not have as comprehensive data protection laws as those existing in your resident jurisdiction. For more information please contact Sympliact in the manner described in Section 13 above.

### 15. MODIFICATION DATE.

This Privacy Policy was last modified on, and is dated effective as of, January 30, 2019.