



PRIVACY POLICY

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Privacy Policy

THIS PRIVACY POLICY ("PRIVACY POLICY" OR "POLICY") EXPLAINS HOW FLUENT CONVEYORS, LLC, A COLORADO LIMITED LIABILITY COMPANY DOING BUSINESS AS FLUENT CONVEYORS ("COMPANY" , "WE" , "US" OR "OUR") MAY GATHER, COLLECT, RECORD, HOLD, DISTRIBUTE, SHARE, DISCLOSE, OR OTHERWISE USE ANY INFORMATION OR DATA ABOUT ANY USER ("USER" OR "YOU" OR "YOUR") OF THE COMPANY'S WEBSITE AT WWW.fluentconveyors.com ("COMPANY WEBSITE") OR OF OR FROM ANY OTHER WEBSITE, SITE, PROGRAM, ACTIVITY, TECHNOLOGY PLATFORM, TECHNOLOGY APPLICATION, OR SERVICE OFFERED BY COMPANY OR ANY OF THE COMPANY'S AFFILIATES, AS SUCH TERM IS DEFINED IN SECTION 3 HEREIN (THE COMPANY WEBSITE AND THESE OTHER PROGRAMS, ACTIVITIES, PLATFORM, APPLICATIONS, AND SERVICES ARE COLLECTIVELY REFERRED TO AS "COMPANY PROGRAM(S)").

BY CONTINUING TO USE THE COMPANY WEBSITE OR ANY OTHER COMPANY PROGRAM OFFERED BY THE COMPANY, OR BY OTHERWISE CONSENTING TO THE COMPANY'S TERMS OF USE AGREEMENT WITH YOU (HEREINAFTER THE "TERMS OF USE AGREEMENT"), YOU HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY (INCLUDING WITHOUT LIMITATION YOU HEREBY CONSENT TO ALL OF THE USES OF YOUR PERSONAL INFORMATION AS SET FORTH IN THIS PRIVACY POLICY) AS THEY ARE PRESENTED TO YOU AS OF THE DATE OF YOUR FIRST USE OF 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 WEBSITE OR ANY OTHER COMPANY PROGRAM, AND YOU SHOULD NOT PROVIDE ANY OF YOUR PERSONAL INFORMATION TO THE COMPANY.

WE RESERVE THE RIGHT TO AMEND, UPDATE OR OTHERWISE CHANGE THIS PRIVACY POLICY AS MORE FULLY SET FORTH IN SECTION 11 HEREIN.

THIS IS A BINDING CONTRACT BETWEEN YOU AND THE COMPANY, AND YOU SHOULD DOWNLOAD AND PRINT THIS PRIVACY POLICY FOR YOUR RECORDS.

NOTICE ABOUT ARBITRATION AND WAIVER OF CERTAIN RIGHTS IN A DISPUTE WITH THE COMPANY:

YOU ARE HEREBY GIVEN NOTICE THAT PURSUANT TO SECTION 13 OF THIS PRIVACY POLICY, YOU ARE ALSO AGREEING TO THE FOLLOWING, AS MORE FULLY SET FORTH IN SAID SECTION 13:

1. **ARBITRATION TO RESOLVE DISPUTES BETWEEN YOU AND THE COMPANY ARISING UNDER THIS PRIVACY POLICY AND UNDER THE COMPANY'S TERMS OF USE AGREEMENT (AS DEFINED ABOVE), WHICH INCLUDES YOU WAIVING YOUR RIGHT TO A JURY TRIAL IN ANY SUCH DISPUTE; AND**
2. **THE WAIVER OF YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING REGARDING ANY DISPUTE UNDER THIS PRIVACY POLICY OR UNDER THE COMPANY'S TERMS OF SERVICE AGREEMENT; AND**
3. **THE GOVERNING LAW PROVISIONS AND JURISDICTION AS MORE FULLY SET FORTH IN SECTION 13 OF THIS PRIVACY POLICY.**

1. INFORMATION WE COLLECT.

During a User's access or use of the Company Website 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).

1.1 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 Website or any other Company Program. For example, We may collect Personal Information from You if You:

- Seek, purchase, procure, request or use any of the goods, products, or services of, from, or through the Company or any of its Affiliates' (collectively the "**products/services**");
- Provide Us or any of Our Affiliates, as such term is defined in Section 3 herein with any data about You including without limitation any data provided through the Company Website or any other Company Program, any data provided via telephone or via any other electronic means, or during any other activities;
- Create an account (including a user name and/or password) with the Company or its Affiliates';
- Seek any information about Your purchase, procurement, exchange, or return of any of the products/services of the Company or its Affiliates'.
- Request any customer support;

- Request any exchange or return of, or refund for, any products/services of the Company or its Affiliates’;
- Request, subscribe to, or otherwise choose (if applicable now or in the future) to receive any information from or about the Company and/or its Affiliates’, such as signing up for and receiving any newsletter, e-alert, blogs, or any other information about the Company’s and/or its Affiliates’ products/services, events, and/or business partners (collectively referred to as “**Newsletters/Blogs**”);
- Choose to participate (if applicable now or in the future) in any of the Company’s or its Affiliates’ customer surveys, customer forums or other information gathering activities or events with Our Customers (collectively referred to as “**Customer Surveys**”);
- Seek to schedule any of Your appointments or meetings with the Company or its Affiliates’;
- Apply for a job or any other position with the Company or its Affiliates’;
- Choose to participate in or otherwise communicate with the Company and/or its Affiliates’ via, any social media activities, offerings, or features which may be made available through Your use of any of the Company’s Programs;
- Fill out any other information through any Company Program;
- Communicate with any other representatives of Our Company and/or its Affiliates’; or
- Otherwise communicate with the Company or its Affiliates’ in any other way.

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

- Your name;
- Your mailing address and/or billing address and/or shipping address;
- Your email address;
- Your phone (or mobile) number;
- Your date of birth or age;
- Your account name and/or account password;
- Your 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);
- Gift card information or related gift information;
- Your government issued identification including Your driver’s license and/or passport number;
- Your income information, any credit rating information, or any related passwords to access this information;

- Photos, videos, audio or similar content uploaded by You;
- Other information You may provide when You seek, purchase, or otherwise request any of the products/services of the Company or its Affiliates', 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;
- Any other history of Your prior purchases or procurements of Our product/services (or those of any Affiliates) or any records about the foregoing;
- 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 as part of Your participation in any such Newsletter/Blogs.
- If You choose to participate in any Customer 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 Surveys.

1.2 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.
- **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 5.6 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).

1.3 SPECIAL CATEGORIES OF PERSONAL INFORMATION: SENSITIVE INFORMATION.

SOME OF THE INFORMATION THAT WE RECEIVE OR COLLECT MAY BE CONSIDERED “SENSITIVE INFORMATION” UNDER APPLICABLE STATE PRIVACY LAWS AND IS BROADLY DEFINED UNDER CERTAIN APPLICABLE STATE PRIVACY LAWS AS HIGH RISK CATEGORIES OF PERSONAL INFORMATION WHICH REQUIRE ADDITIONAL PROTECTIONS UNDER SUCH APPLICABLE STATE LAWS. WE MAY COLLECT, USE, SHARE, AND DISCLOSE THE FOLLOWING GENERAL CATEGORIES OF SENSITIVE INFORMATION THROUGH THE PROCESSES OUTLINED IN THIS PRIVACY POLICY: GENDER, AGE, CERTAIN PHYSICAL FEATURES, PRECISE GEOLOCATION, CERTAIN PHYSICAL FEATURES AND/OR FINANCIAL INFORMATION (SUCH AS CREDIT CARD AND/OR DEBIT CARD INFORMATION). WITHOUT LIMITING ANY OTHER PROVISIONS OR CONSENTS SET FORTH IN THIS PRIVACY POLICY, EACH USER HEREBY AGREES THAT BY CONTINUING TO USE THE COMPANY WEBSITE OR ANY OTHER COMPANY PROGRAM OFFERED BY THE COMPANY, OR BY OTHERWISE CONSENTING TO THE COMPANY’S TERMS OF USE AGREEMENT, AS DEFINED ABOVE, YOU HEREBY CONSENT TO ALL OF THE USES OF YOUR SENSITIVE INFORMATION AS SET FORTH IN THIS PRIVACY POLICY.

1.4 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 Affiliates.** From our Affiliates, as such term is defined in Section 3 of this Privacy Policy.
- **From Our Service Providers/Contractors.** From Our Service Providers/Contractors, as such term is defined in Section 3 of this Privacy Policy, including without limitation from Our Data Analytics Providers or from Our Third Party Application Providers, as such terms are defined in Section 3 of this Privacy Policy.
- **From Our Advertising Network.** From Our Advertising Network, as such term is defined in Section 3 of this Privacy Policy.
- **From Distributors.** From any other distributors that We work with or with whom We have a relationship.
- **Security.** Our stores use security cameras to monitor the activity of Our customers and staff. The information We collect includes video recordings. Audio is not recorded. The camera images are not monitored in real time. The recordings are viewed only if there is a reason to believe that there has been a breach of security. We use this information to detect security incidents and to report to law enforcement agencies. We also collect information from Our employees who are in Our Stores regarding and related to the activities of customers in our Stores and reserve the right to use that information to protect against fraud, unauthorized transactions, harassment,

shoplifting, and other criminal activity and for the enforcement of security protocols at Our stores, as more fully set forth in Sections 2.1 and 2.2 herein.

- **Employees.** We may collect Personal Information in the context of Your role as an applicant to, an employee of, director of, or officer of, Our business. The Personal Information We collect in these cases may include name, Social Security number, address, date of birth, gender, race, ethnicity, bank account and routing number, tax filing status, emergency contact information, telephone number, family member names, educational background, criminal background, employment history, medical provider information, dependent name(s), date of birth, gender and address, medical insurance provider, compensation and benefits data, workplace, and title. We only use this information for purposes of evaluating qualifications related to Your job application or Your job duties; evaluating Your performance; or for providing compensation, benefits, and services in the context of the employment relationship. The Personal Information described in this paragraph is the “Employee Data”.
- **Other Sources From Which We Collect Personal Information.** We may, in compliance with applicable laws, 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, or at Our stores. 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.

1.5 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 applicable laws, including without limitation the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (collectively, the “CCPA”), is excluded from the governance of the CCPA and/or the other applicable laws.

2. HOW WE USE YOUR INFORMATION.

2.1 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 process Your transactions with the Company, including without limitation: (i) to provide You with products/services of the Company or its Affiliates, including without limitation fulfilling Your orders (including shipping if applicable), processing exchanges and/or returns, sending shipping notifications or otherwise providing customer service to You; (ii) scheduling any of Your appointments or meetings with the Company;
- To manage Your account;
- To help Us maintain Our products/services and/or those of our Affiliates, including without limitation helping Us with security, troubleshooting, testing, system maintenance, support, reporting, hosting of data, and blocking unauthorized users;
- To provide the Services and process Your requests through automated tools, artificial intelligence ("AI"), large language models, neural networks, analytics, machine learning technologies, AI-enabled services, or other related artificial intelligence technologies ("**AI Systems**");
- To send support and administrative messages, and respond to Your comments, questions, and customer service requests;
- To communicate with You via email or through other means of communication: (i) about products/services or offers of the Company and/or its Affiliates; (ii) about any other events offered by Us and others, and/or (iii) to offer and provide You with news and information that the Company thinks will be of interest to You and/or (iv) matters related to any persons detailed in Section 3. **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;**
- To allow 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 perform credit checks or to conduct credit card screenings or to otherwise protect against fraud or unauthorized transactions, including by identifying potential unauthorized users or hackers, in accordance with applicable laws;
- To provide Our Affiliates' and the Company's employees, agents, and contractors with necessary information to protect against fraud, unauthorized transactions, harassment, shoplifting, and other criminal activity;
- 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 Surveys (as defined in Section 1.1 herein);
- To process Your Personal Information to evaluate Your application if You apply for a job; or
- To carry out any other purpose described to You at the time the Personal Information is collected.

2.2 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 but not limited to attorneys, accountants, business consultants, financial advisors, investment plan administrators, or insurance providers (which for purposes of this Privacy Policy and its Appendices are hereinafter collectively defined and referred to as "**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 (at our discretion), any court, tax authorities, law enforcement authorities, import/export authorities, other regulatory authorities, other administrative agencies, other governmental agencies, or any other government or administrative entities (which for purposes of this Privacy Policy and its Appendices are hereinafter collectively defined and referred to as "**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, including but not limited to the prevention of fraud, harassment, unauthorized transactions, shoplifting, and other criminal activity direct at Our Affiliates' and the Company's employees, agents, and contractors, Our stores, and our customers, to the extent the use of Your Personal Information is reasonably necessary and proportionate for these purposes;
- **Quality and Safety.** Undertaking activities to verify or maintain the quality or safety of Our products and services and our Stores (and their employees), including but not limited to the creation and enforcement of security protocols at Our stores, and to improve, upgrade, or enhance Our products and services
- **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; and
- **Commercial Interests.** Advancing Our commercial, business 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 or other business transaction.

2.3 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 in a way not already described in this Privacy Policy, 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, distribute, or disclose Your Personal Information for any of the purposes described in this Privacy Policy with, or may obtain Your Personal Information from, one or more of Our parent companies, Our subsidiaries, or Our other entities that are Our affiliates, or with any of their employees, officers, directors, independent contractors, or other agents, wherever any of the foregoing are based in the world (which for purposes of this Privacy Policy and its Appendices the foregoing are hereinafter collectively defined and referred to as “**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. Our Affiliates may also gather, use or share your Personal information in the same way that the Company can gather, share and use your Personal information under this Privacy Policy]

- **Service Providers/Contractors.**

We may share, distribute, or disclose Your Personal Information to our service providers or third-party vendors, or contractors, consultants, or other business partners 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, third party vendors, contractors, consultants, or business parties that We engage or retain (which for purposes of this Privacy Policy and its Appendices the foregoing are hereinafter collectively defined and 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;
- » Third party advertising or marketing companies that We engage (see Advertising Networks below in this Section 3); and
- » 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 (which for purposes of this Privacy Policy and its Appendices the foregoing are hereinafter collectively defined and referred to as **"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 (which for purposes of this Privacy Policy and its Appendices are hereinafter collectively defined and referred to **"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 (which for purposes of this Privacy Policy and its Appendices are hereinafter collectively defined and referred to as **"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 5.6 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 PROVIDES INSTRUCTIONS IF YOU WANT TO DISABLE ANY OF THESE COOKIES.**

- **Aggregated, Anonymized and/or De-identified Forms of Data.**

We may make, create, or collect certain aggregated, anonymized, or otherwise de-identified Personal Information and use it for the Company's purposes or make it available to third parties for various other purposes, including (i) compliance with various reporting obligations; (ii) for business or marketing purposes, including without limitation evaluating industry trends, consumer trends or improving our products/services; 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 (collectively **"Aggregated Data"**). **WITHOUT LIMITING THE FOREGOING IN ANY WAY, SUCH AGGREGATED DATA THAT IS DERIVED FROM PERSONAL INFORMATION IS NOT CONSIDERED TO BE "PERSONAL INFORMATION" UNDER THIS PRIVACY POLICY BECAUSE IT HAS BEEN DE-IDENTIFIED AND/OR ANONYMIZED AND DOES NOT DIRECTLY OR INDIRECTLY REVEAL YOUR IDENTITY AND, THUS, IS NOT REASONABLE LINKED TO YOU .**

- **Advertising Network.**

We may work with third party advertising companies, marketing companies, advertising or commerce platforms, other similar entities or channels, other advertising alliance, (which for purposes of this Privacy Policy and its Appendices are hereinafter collectively defined and referred to as “**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.

- **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 (in Our discretion) doing so is required, appropriate or advisable 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, Our customers', or others' rights, property, or safety or the general safety of Our Stores and our overall business operations. **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.

- **Consent.**

We may also otherwise share or disclose Your Personal Information with Your permission or consent and in compliance with applicable laws.

4. AGE OF CONSENT; COPPA NOTICE.

4.1 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 privacy@fluentconveyors.com AND REQUEST THAT SUCH INFORMATION BE DELETED FROM OUR RECORDS.

4.2 User Age Confirmation.

BY USING THE COMPANY WEBSITE OR ANY OTHER COMPANY PROGRAM, YOU REPRESENT THAT:

(I) YOU REPRESENT THAT YOU ARE THE AGE OF MAJORITY IN YOUR STATE OR PROVINCE OR OTHER JURISDICTION OF RESIDENCE (HEREINAFTER, A "PERSON OF MAJORITY"), AND HAVE GIVEN YOUR CONSENT TO THIS PRIVACY POLICY IN YOUR STATUS AS A PERSON OF MAJORITY; AND

(II) YOU HAVE GIVEN US YOUR CONSENT TO ALLOW ANY OF YOUR MINOR DEPENDENTS TO USE OUR COMPANY WEBSITE OR OTHER COMPANY PROGRAM PURSUANT TO THIS PRIVACY POLICY.

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 follow the opt-out instructions found in the communications it receives from the Company or must send an email message to the Company at this email address privacy@fluentconveyors.com which states 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, as required by law, 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 generally cannot (in compliance with applicable laws) prevent the further use by others of, such User's Personal Information that may have been shared up to that time with other parties by the User or 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 after a commercially reasonable time (and in compliance with applicable laws) 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 opt-out of such at the **Digital Advertising Alliance** in the US, the **Digital Advertising Alliance of Canada** in Canada, or the **European Digital Advertising Alliance** in Europe. **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.**

If you would like to opt out of targeted advertising on this site or generally, you can find more information by visiting the following links:

- **FACEBOOK** - <https://www.facebook.com/settings/?tab=ads>
- **GOOGLE** - <https://www.google.com/settings/ads/anonymous>
- **PINTEREST** - <https://help.pinterest.com/en/article/personalization-and-data>
- **BING** - <https://advertise.bingads.microsoft.com/en-us/resources/policies/personalized-ads>
- **RETENTION** - <https://retention.com/support/update-privacy-policy/>

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

5.6 USE OF COOKIES; HOW TO DISABLE COOKIES.

5.6.1 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.

5.6.2 How We Use Cookies.

- **WE USE COOKIES FOR A VARIETY OF REASONS AS INDICATED IN SECTION 1.2, SECTION 3, AND THIS SECTION 5.6 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 in accordance with your cookies preferences (if You have selected any), 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.

- 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.**

5.6.3 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 the Company Website or any other Company Programs.

5.6.4 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.
- 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.

5.6.5 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 provides 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/services the Users viewed the most and, thus, these are 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.

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. Without in any way limiting the foregoing, User acknowledges and agrees that the Company does not (depending on and in accordance with applicable law) 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.

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 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 WEBSITE OR ANY OTHER COMPANY PROGRAM. THUS, THE TERMS OF THIS PRIVACY POLICY MAY BE DIFFERENT THE NEXT TIME YOU USE THE COMPANY WEBSITE OR ANY OTHER COMPANY PROGRAM. ANY USE OF THE COMPANY WEBSITE OR ANY OTHER COMPANY PROGRAM BY YOU AFTER SUCH CHANGES SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE BY THE USER OF ALL SUCH CHANGES WITH REGARD TO THE COMPANY WEBSITE AND ALL COMPANY PROGRAMS. 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. DATA USAGE

Each User hereby agrees that Company has, and each such User hereby explicitly grants to Company, a non-exclusive, worldwide, perpetual, assignable, sub-licensable, transferable, fully paid up right and license to develop and use “Aggregated Information” (as such term is defined below in this Section 12) in the normal course of Company’s business, including without limitation for the following purposes: (i) for statistical analysis, industry trend analysis, and/or evaluating the efficiency of the features and functionalities of any of the Company’s products/services; (ii) for any marketing, advertising or other methods of promoting (in digital, print or in any other media) any of the Company’s products/services; and/or (iii) for any other purposes that support and promote Company’s overall business operations. The term “**Aggregated Information**” means any aggregated, anonymized or de-identified derived versions of Personal Information that has been developed by Company, with the understanding that any such “aggregated, anonymized or de-identified derived version” means that the applicable original piece of Personal Information has been de-identified, anonymized, and/or aggregated by Company in such a manner that it does not, directly or indirectly, disclose the identity of the User.

13. GOVERNING LAW; ARBITRATION; CLASS ACTION WAIVER.

13.1 Governing Law.

Regardless of where you live or from which physical location you access Our Company Website or any other Company Program, the substantive and choice of law provisions of the State of Colorado shall apply to this Agreement and your access and use of the Service, and any action related thereto, without regard to Colorado’s conflict of law provisions, but Colorado law shall not apply to the arbitration provisions in Section 13.3 of this Privacy Policy, which are governed solely by the Federal Arbitration Act. Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado in each case located in the City of Denver and County of Denver, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

13.2 Non-Waiver.

Our failure to exercise or enforce any right or provision of the Terms of Use Agreement between the Company and You (as defined above) or this Privacy Policy shall not constitute a waiver of such right or provision.

13.3 Alternative Dispute Resolution.

BY CONSENTING TO THIS PRIVACY POLICY AND/OR BY ENTERING INTO THE TERMS OF USE AGREEMENT YOU AGREE THAT, IF ANY DISPUTE ARISES OUT OF OR IN ANY WAY RELATED TO THIS PRIVACY POLICY OR THE

TERMS OF USE AGREEMENT AND/OR YOUR USE OF THE "SERVICE" AS DESCRIBED IN SUCH TERMS OF USE AGREEMENT (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DISPUTES"), ANY AND ALL SUCH DISPUTES SHALL BE RESOLVED BY SUBMISSION TO BINDING ARBITRATION IN DENVER BEFORE A RETIRED JUDGE OR JUSTICE WITH JAMS PURSUANT TO JAMS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES ("JAMS RULES") IN EFFECT AT THE TIME OF ANY SUCH DISPUTE.

PURSUANT TO JAMS RULES IN EFFECT AT THE TIME, THE COMPANY MAY REQUEST THAT THE ARBITRATOR CONDUCT ANY PROCEEDING, OR ANY PORTION THEREOF, IN PERSON OR VIRTUALLY BY CONFERENCE CALL, VIDEOCONFERENCE OR USING OTHER COMMUNICATIONS TECHNOLOGY WITH PARTICIPANTS IN ONE OR MORE GEOGRAPHICAL PLACES.

YOU AND THE COMPANY MUTUALLY AGREE THAT THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE THE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY, OR FORMATION OF THIS PRIVACY POLICY AND THE TERMS OF USE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM THAT ALL OR ANY PART OF THIS PRIVACY POLICY AND THE TERMS OF USE AGREEMENT IS VOID OR VOIDABLE.

IF THE PARTIES ARE UNABLE TO AGREE ON A JAMS RETIRED JUDGE OR JUSTICE WITHIN FIFTEEN (15) CALENDAR DAYS OF A DEMAND FOR ARBITRATION FILED WITH JAMS BY EITHER OF US, JAMS WILL FOLLOW THE PROCEDURE IN ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES TO NAME A RETIRED JUDGE OR JUSTICE WHO WILL ACT AS THE SOLE ARBITRATOR. ANY DECISION OF THE ARBITRATOR MAY BE CONFIRMED BY A COURT OF COMPETENT JURISDICTION AND THE ENSUING JUDGMENT MAY THEREAFTER BE ENFORCED IN THE SAME MANNER AS A JUDGMENT IN A CIVIL ACTION. THE ENSUING JUDGMENT MAY ALSO BE APPEALED PURSUANT TO APPLICABLE FEDERAL LAW. YOU ACKNOWLEDGE AND AGREE THAT THIS PRIVACY POLICY AND THE TERMS OF USE AGREEMENT INVOLVES INTERSTATE COMMERCE AND THAT THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

13.4 Class Action Waiver.

EXCEPT AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, (I) YOU AND THE COMPANY HEREBY MUTUALLY INTEND AND AGREE THAT NEITHER WILL ASSERT ANY CLASS ACTIONS OR REPRESENTATIVE ACTIONS, NOR WILL SUCH ACTIONS OR PROCEDURES APPLY IN ANY ARBITRATION PURSUANT TO THIS PRIVACY POLICY AND THE TERMS OF USE AGREEMENT; (II) WE MUTUALLY AGREE THAT NEITHER WILL ASSERT CLASS ACTION OR REPRESENTATIVE ACTION CLAIMS AGAINST THE OTHER IN ARBITRATION OR IN ANY OTHER PROCEEDING OR ACTION; AND (III) YOU SHALL ONLY SUBMIT YOUR OWN, INDIVIDUAL CLAIMS IN ARBITRATION AND WILL NOT SEEK TO REPRESENT THE INTERESTS OF ANY OTHER PERSON.

13.5 Arbitration Confidentiality.

THE DISPUTES (AS DEFINED ABOVE), AS WELL AS THE ARBITRATION PROCEEDINGS AND AWARD REGARDING SUCH DISPUTES, SHALL BE KEPT STRICTLY CONFIDENTIAL AND GOVERNED BY THE CONFIDENTIALITY PROVISIONS ADDRESSED IN THE TERMS OF USE AGREEMENT BETWEEN YOU AND THE COMPANY.

13.6 Arbitral Jurisdiction.

YOU AND THE COMPANY AGREE THAT THIS PRIVACY POLICY AND THE TERMS OF USE AGREEMENT INVOLVE INTERSTATE COMMERCE AND THE ARBITRATION WILL BE GOVERNED BY THE PROVISIONS OF THE FEDERAL ARBITRATION ACT (9 U.S.C. 1 ET SEQ.). DELAWARE SUBSTANTIVE LAW SHALL GOVERN THE UNDERLYING DISPUTES TO BE ARBITRATED.

YOU AND THE COMPANY AGREE THAT THE ARBITRATOR, NOT ANY FEDERAL OR STATE COURT JUDGE, SHALL HAVE THE EXCLUSIVE JURISDICTION TO RESOLVE ANY AND ALL DISPUTES REGARDING THE ARBITRATOR'S JURISDICTION AND THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS BINDING PRIVACY POLICY AND THE BINDING TERMS OF USE AGREEMENT TO ARBITRATE, INCLUDING BUT NOT LIMITED TO DETERMINING WHICH DISPUTES ARE SUBJECT TO ARBITRATION, OR ANY CONTENTION THAT ALL OR ANY PART OF THIS ARBITRATION AGREEMENT IS UNENFORCEABLE, VOIDABLE OR VOID.

14. ADDITIONAL NOTICES AND DISCLOSURES UNDER SPECIFIC LAWS.

Under some state laws, such as the Colorado Privacy Act, if You are a resident of the state, acting only in an individual or household context (and not in a commercial or employment context, as a job applicant or as a beneficiary of someone acting in an employment context), You may have additional rights with respect to Your Personal Data. However, Our primary customers are persons working on behalf companies in a commercial context. That being said, We respect the privacy rights of our customers. Appendix B provides notices and the additional rights with respect to Personal Information for residents of the European Union ("EU") and United Kingdom ("UK"). In general, the states in the United States provide the following rights to customers acting as in an individual or household context:

14.1 Disclosure of Our Personal Data Collection and Processing Practices.

Our main Privacy Policy and Appendix A describe Our collection and processing of Personal Information practices, including:

- the categories of Personal Information that We collect or process (Section 1);
- the purposes for processing the Personal Information (Sections 1, 2 and 3);
- the categories of Personal Information shared with third parties (Sections 1, 2 and 3 in Appendix A);
- the categories of third parties with whom We share Personal Information (Sections 1, 2 and 3 in Appendix A); and
- Our sale of Personal Information to third parties or targeted advertising (Section 3 in Appendix A therein "targeted advertising" is referred to as "sharing for cross-context behavioral advertising").

14.2 Right of Access.

You may have the right to confirm whether We are processing Personal Information concerning You and to access to Your Personal Information.

14.3 Right to Correction.

You may have the right to correct inaccuracies in Your Personal Information, taking into account the nature of the Personal Information and the purposes of the processing of Your Personal Information.

14.4 Right to Deletion.

You have the right to delete Personal Information concerning You.

14.5 Right to Data Portability.

When exercising the right to access Personal Information, You may have the right to obtain the Personal Information in a portable, and to the extent technically feasible, readily usable format that allows You to transmit the Personal Information to another entity without hindrance.

14.6 Right to Opt Out.

You may have the right to opt out of the processing of Your Personal Information for (a) targeted advertising, (b) sale of Personal Information, or (c) profiling in furtherance of decisions that produce legal or similarly significant effects concerning You.

We may disclose Your Personal Information to third parties for targeted advertising purposes. This means the targeting of advertising to You based on Your Personal Information that We obtain from Your activity across businesses, distinctly-branded websites, applications, or services, other than Our business, distinctly-branded website, application, or service. We may share Personal Information with advertising networks so they may help Us to deliver advertisements to You based on Your activity on the Company Website or apps and/or Your activity on other websites or apps.

14.7 HOW TO EXERCISE YOUR POTENTIAL RIGHTS.

Unless otherwise specified, to exercise any of Your rights described in this Section 14, please submit Your request to Us at privacy@fluentconveyors.com with the subject "Privacy Consumer Request." 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. If Your requests are manifestly unfounded, excessive or repetitive, or fraudulent We may: (i) charge

You a reasonable fee to cover the administrative costs of complying with the request; or (ii) decline to act on the request. If We decline to take action on Your request, We shall so inform You without undue delay. The notification will include a justification for declining to take action and instructions on how You may appeal.

You may designate another person to serve as Your authorized agent and act on Your behalf. We will comply with an opt-out request received from an authorized agent if We are able to verify, with commercially reasonable effort, Your identity and the authorized agent's authority to act on Your behalf.

15. 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 contact the Company at privacy@fluentconveyors.com.

APPENDIX A

Chart of Personal Information Collected

The following is a chart to further assist You in understanding how Your Personal Information is collected, why, and who receives the data. We may collect and use Your Personal Information as further described below. The category of personal information gives examples of the specific data we may collect in each category. This chart may be updated from time to time without notice.

Category of Personal Information.	Collected	"Sold" or Shared in the Past 12 Months?	Categories of Third Parties to Whom Sold or Shared (as such terms are defined in this Privacy Policy)	Disclosed for a Business Purpose in Past 12 Months?	Categories of Third Parties to Whom Disclosed (as such terms are defined in this Privacy Policy)	Legal Basis for Collection Under GDPR
Individual Identifiers.	Yes	Yes	Affiliates; Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities; and Outside Professionals	Yes	Affiliates; Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities; and Outside Professionals	Consent; Contract; Legitimate Interest

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Categories Described in California Consumer Records Act, CA Civil Code Section 1798.81.5.	Yes	Yes	Affiliates; Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities; and Outside Professionals	Yes	Affiliates; Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities; and Outside Professionals	Consent; Contract; Legitimate Interest
Characteristics of protected classifications under California or federal law.	Yes	Yes	Affiliates; Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities; and Outside Professionals	Yes	Affiliates; Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities; and Outside Professionals	Consent; Legitimate Interest
Commercial information.	Yes	Yes	Affiliates; Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities; and Outside Professionals	Yes	Affiliates; Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities; and Outside Professionals	Consent; Contract; Legitimate Interest

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Category of Personal Information.	Collected	"Sold" or Shared in the Past 12 Months?	Categories of Third Parties to Whom Sold or Shared (as such terms are defined in this Privacy Policy)	Disclosed for a Business Purpose in Past 12 Months?	Categories of Third Parties to Whom Disclosed (as such terms are defined in this Privacy Policy)	Legal Basis for Collection Under GDPR
Internet or other electronic network activity	Yes	Yes	Affiliates;Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities;and Outside Professionals	Yes	Affiliates;Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities;and Outside Professionals	Consent; Contract; Legitimate Interest
Geolocation data.	Yes	Yes	Affiliates;Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities;and Outside Professionals	Yes	Affiliates;Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities;and Outside Professionals	Consent; Contract; Legitimate Interest

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Audio, electronic, visual, thermal, olfactory, or similar information.	No	No	Not Applicable	No	Not Applicable	No
Professional or employment related information	Yes	Yes	Affiliates;Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities;and Outside Professionals	Yes	Affiliates;Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities;and Outside Professionals	Consent; Contract; Legitimate Interest
Education information.	Yes	Yes	Affiliates;Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities;and Outside Professionals	Yes	Affiliates;Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities;and Outside Professionals	Consent; Contract; Legitimate Interest

Inferences drawn from any of the information identified above.	Yes	Yes	Affiliates;Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities;and Outside Professionals	Yes	Affiliates;Related Parties; Service Providers/ Contractors (as such term is fully defined in Section 3 of the main Privacy Policy); Government Entities;and Outside Professionals	Consent; Contract; Legitimate Interest
			Government Entities; and Outside Professionals		Outside Professionals	

APPENDIX B

EU & UK PRIVACY RIGHTS NOTICE

Data Subjects based in the European Union or United Kingdom have the right to:

- Determine whether Personal Data has been processed;
- Access Personal Data that has been processed;
- Obtain information about how Personal Data has been processed, including without limitation: (i) the purpose of the Processing; (ii) the category of Personal Data concerned; (iii) the categories of recipients to whom the Data Subject's Personal Data has been disclosed; (iv) the planned retention period; (v) existence of the right of rectification, deletion, limitation of processing, or opposition; (vi) the existence of a right to complaint; (vii) the source of the collection of Personal Data if not collected from us; (viii) and the existence of automated decision-making including profiling and, where appropriate, meaningful information about their details;
- Correct Personal Data stored by us;
- Request deletion of Personal Data, subject to certain exceptions
- Restrict the Processing of Personal Data if: (i) the accuracy of the Personal Data is disputed; (ii) the Processing of the Personal Data is unlawful, but the Data Subject rejects its deletion; (iii) we no longer need the Personal Data, but the Data Subject requires it to exercise or defend legal claims; or (iv) the Data Subject has objected to the Processing of the Personal Data in accordance with GDPR Article 21;
- Receive their Personal Data as provided to us, in a structured, common, and machine-readable format or to request the transfer to another person responsible;
- Withdraw their consent to Processing of Personal Data; and
- Complain to a Supervisory Authority, as that term is defined in the GDPR. As a general rule, the Data Subject can contact the Supervisory Authority of their usual place of resident, work, or place of the alleged infringement. You can find your local Supervisory Authority here https://edpb.europa.eu/about-edpb/about-edpb/members_en In the UK, complaints must be submitted to the Information Commissioner's Office: <https://ico.org.uk/make-a-complaint/>

LEGAL BASIS FOR PROCESSING PERSONAL DATA

We may process Data Subject's Personal Data under the following conditions:

- Consent: the Data Subject has given their consent for processing Personal Data for one or more specific purpose.
- Performance of contract: provision of Personal Data is necessary for the performance of an agreement with you and/or for any pre-contractual obligations thereof.
- Legal obligations: processing Personal Data is necessary for compliance with a legal obligation to which we are subject.
- Vital interests: processing Personal Data is necessary in order to protect your vital interests or those of another natural person.
- Public interests: processing Personal Data is related to a task that is carried out in the public interest or in the exercise of official authority vested in us.
- Legitimate interests: processing Personal Data is necessary for the purposes of our legitimate interests

DATA TRANSFERS

We are based in the United States. Our Service Providers are primarily based in the United States and the EU. To the extent that either of the EU GDPR or UK GDPR apply to the processing of Your personal information, We will take steps to ensure that any international transfers involving relevant personal information take place in compliance with the laws. You acknowledge that Your personal information that you submit for publication through our website or services may be available, via the internet, around the world. We cannot prevent the use (or misuse) of such personal data by others.

DATA SUBJECT REQUESTS

Data Subjects may exercise their rights under the GDPR by emailing legal@fluentconveyors.com.