#### PRIVACY POLICY

CS RevIVe owns operates this website and mobile app located at https://csrevive.com/ or https://csrevive.net (collectively, the "Platform"). Your access and use of the Platform, any part thereof, or anything associated therewith, including its content ("Content"), any products or services provided through the Platform or otherwise by CS RevIVe, and any affiliated website, software or application owned or operated by CS RevIVe (collectively, including the Platform and the Content, the "Service") are subject to this Privacy Policy unless specifically stated otherwise. Capitalized terms not otherwise defined in this Privacy Policy have the same meaning as set forth in the CS RevIVe ("Terms of Service").

We are committed to respecting the privacy of users of the Service. We created this Privacy Policy (the "Privacy Policy") to tell you how CS RevIVe collects, uses and discloses information in order to provide you with the Service.

As with our Terms of Servive, by creating, registering, or logging into an account through the Service, or otherwise accessing or using the Service, you are automatically accepting and acknowledging the most recent version of this Privacy Policy. If we make any changes to our Privacy Policy, we will post the revised Privacy Policy and update the "Last updated" date of the Privacy Policy.

If you are using the Service on behalf of an individual other than yourself, you represent that you are authorized by such individual to act on such individual's behalf and that such individual acknowledges the practices and policies outlined in this Privacy Policy.

Please read this Privacy Notice carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website.

By accessing or using this Website, you agree to this Privacy Notice. This Privacy Notice may change from time to time. Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check this Privacy Notice periodically for updates.

# 1. Limitations on Use by Minors

Our Service is intended for use by individuals who are at least eighteen (18) years of age or such older age as may be required by applicable state laws in the jurisdiction in which an individual utilizes the Service. The Service is not designed or intended to attract, and is not directed to, persons under eighteen (18) years of age. If we obtain actual knowledge that we have collected personal information through the Platform from a person under eighteen (18) years of age, we will use reasonable efforts to refrain from further using such personal information or maintaining it in retrievable form.

If you believe we might have any information directly from a child under 18, please contact us at (810) 683-9842, or through our on our website. Please note that we are not required to erase or otherwise eliminate, or 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 CS Revive to maintain the content or information; when CS RevIVe maintains the content or information on behalf of your Providers (as defined in our Terms of Service) as part of your electronic medical record; when the content or information is stored on or posted to the Site 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 CS RevIVe 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.

#### 2. Protected Health Information

When you set up an account with CS RevIVe, you are creating a direct customer relationship with CS RevIVe that enables you to access and/or utilize the various functions of the Platform and the Service as a user. As part of that relationship, you provide information to CS RevIVe, including but not limited to, your name, email address, shipping address, phone number and certain transactional information, that we do not consider to be "protected health information" or "medical information".

However, in using certain components of the Service, you may also provide certain health or medical information that may be protected under applicable laws. CS RevIVe is not a "covered entity" under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, "HIPAA"). One or more of the Labs, Pharmacies or Medical Groups (as defined in our Terms of Service) may or may not be a "covered entity" or "business associate" under HIPAA, and CS RevIVe may in some cases be a "business associate" of a Pharmacy or Medical Group. It is important to note that HIPAA does not necessarily apply to an entity or person simply because there is health information involved, and HIPAA may not apply to your transactions or communications with CS RevIVe, the Medical Groups, the Providers, the Labs, or the Pharmacies. To the extent CS RevIVe is deemed a "business associate" however, and solely in its role as a business associate, CS RevIVe, may be subject to certain provisions of HIPAA with respect to "protected health information," as defined under HIPAA, that you provide to CS RevIVe, the Medical Group or the Providers ("PHI"). In addition, any medical or health information that you provide that is subject to specific protections under

applicable state laws (collectively, with PHI, "Protected Information"), will be used and disclosed only in accordance with such applicable laws. However, any information that does not constitute Protected Information under applicable laws may be used or disclosed in any manner permitted under this Privacy Policy. Protected Information does not include information that has been de-identified in accordance with applicable laws.

The Medical Groups and Providers have adopted a Notice of Privacy Practices that describes how they use and disclose Protected Information. By accessing or using any part of the Service, you are acknowledging receipt of the Notice of Privacy Practices from your Medical Group and Provider(s).

By accessing or using any part of the Service, you are agreeing that even if HIPAA does apply to CS RevIVe, the Medical Groups, the Providers, the Labs or the Pharmacies, any information that you submit to CS RevIVe that is not intended and used solely for the provision of diagnosis and treatment by the Medical Group and Providers, laboratory services by the Labs or prescription fulfillment by the Pharmacies, is not considered Protected Information, and will only be subject to our Privacy Policy and any applicable state laws that govern the privacy and security of such information. For purposes of clarity, information you provide to CS RevIVe in order to register and set up an account on the Platform, including name, username, email address, shipping address and phone number, are not considered Protected Information.

#### 3. Collection of Information

We collect any information you provide when you use the Service, including, but not limited to:

 Personally identifying information such as your name and contact data such as your e-mail address, phone number, and billing and physical addresses

- Your login and password and other account ("Account") registration details
- Information that you provide by filling in forms on our Website. This
  includes information provided at the time of registering to use our
  Website, subscribing to our service, or requesting further services.
- Records and copies of your correspondence (including email addresses),
   if you contact us;
- Details of transactions you carry out through our Website and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Website.
- Demographic data (such as your gender, date of birth and zip code)
- Computer, mobile device and/or browser information (e.g., IP address, mobile device ID information, operating system, connection speed, bandwidth, browser type, referring/exist web pages, web page requests, cookie information, hardware attributes, software attributes)
- Third-party website, network, platform, server and/or application information (e.g., Facebook, Twitter, Instagram)
- Usage activity concerning your interactions with the Service and/or third-party websites, networks or applications accessed through the Service (e.g., viewing habits, viewing preferences, viewing history, number of clicks on a page or feature, amount of time spent on a page or feature, identify of third-party websites, networks, etc.)
- Billing, payment and shipping information
- Electronic signature
- Any other information you provide when you contact or communicate with us

If you use your mobile device to visit, access or use the Service, then additional categories of information that we collect may include

- Your name associated with your mobile device
- Your telephone number associated with your mobile device

- Your geolocation
- Your mobile device ID information

We also collect certain medical information on behalf of the Medical Groups and your Providers, which may include, but is not limited to:

- Health and medical data you submit for diagnosis or treatment purposes, including information in any questionnaires or surveys you complete for these purposes
- Date of visit
- Images or videos you share for diagnosis or treatment purposes
- Communications with Providers

We may also receive information about you from our partners. For example, as part of our identity verification process, our vendor may send us information they have independently collected, such as your name, age, and estimated location. Our marketing partners may also send us information about you, even if you have not visited or registered on our site.

CS RevIVe does not collect or create biometric information about you. To use some of our services, however, we may be required to verify your identity. If you are asked to submit proof of identity (such as a driver's license or passport) we may share that and the selfie you shared with us with our identity verification partner, who may create biometric information about your face in order to verify that your selfie matches your proof of identity. Biometric information is not shared with CS RevIVe and is deleted by our identity verification partner after completing the identity verification. CS RevIVe may receive information extracted from your photos, such as information from your driver's license and the confidence that there is a "match" between your two photos. We use this information to help verify your identity.

#### 4. How Information Is Collected

CS RevIVe might collect personal and non-personal information directly from you when you visit, access or use the Service; when you register with or subscribe to the Service or any products or services available through the Service; when you "sign in," "log in," or the like to the Service; when you allow the Service 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 or use the Service) 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 CS RevIVe asks you for such information, such as, for example, when you process a payment through the Service, or when you answer an online survey or questionnaire. In addition, if you or a third party sends CS RevIVe a comment, message or other communication (such as, by way of example only, email, letter, fax, phone call, or voice message) about you or your activities on or through the Site and/or the App, then CS RevIVe may collect any personal or non-personal information provided therein or therewith.

In addition to the information, we collect directly from you, we may also collect certain information from the Medical Group and/or Providers who provide treatment or other services to you in connection with our Service. This information may include, but is not limited to, diagnoses, treatment plans (including prescription details) and notes, and is accessible and visible through certain components of the Service.

We may also receive information from third parties that pay for your care or provide you with treatment, laboratory care or prescription medication, which may include, for example, your prescription history and laboratory test results. We also may receive personal information about you from our service providers who assist us with identity verification in connection with our Services, which may include information parsed from your driver's license or passport, your estimated location, your address and how long you have lived there, and your contact information.

Finally, CS RevIVe might 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. Cookies can be set by the website owner (i.e., us), or they can be set by third parties (e.g., Facebook, Google, etc.) Cookies are used to help us speed up your future activities or to improve your experience by remembering the information that you have already provided to us. Third party cookies may also be used to enable analytics (e.g. Google Analytics) or advertising functionality (e.g., ad re-targeting on third-party websites) that enables more customized services and advertising by tracking your interaction with our Service and collecting information about how you use the Service.
- 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 website.
- 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. Examples of the analytic tools and services
  which CS RevIVe might use include Google Analytics. CS RevIVe may
  also use other third-party analytic tools and services.

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 Platform might not function properly.

By visiting, accessing or using the Service, you acknowledge and agree in each instance that you are giving CS RevIVe permission to monitor or otherwise track your activities on the Service, and that CS RevIVe may use the aforementioned technologies and/or other tracking, data aggregation and data analysis technologies. Notwithstanding the foregoing, CS RevIVe does not permit third parties or third-party cookies to access to any communications you have with the Providers, or medical information that you submit to the Providers for diagnosis and treatment purposes.

#### 5. Use of Information

In connection with providing the Service, we and our affiliates and service providers may use your information, subject to the limitations addressed in the Protected Health Information Section above, for a number of purposes, including, but not limited to:

- Verifying your identity;
- Confirming your location;
- Administering your account;
- Fulfilling your requests;
- Processing your payments;
- Facilitating your movement through the Service;
- Facilitating your use of the Service and/or products or services offered through the Service;

- Communicating with you by letter, email, text, telephone or other forms
  of communication, including on behalf of your Provider(s) to facilitate
  medical services;
- Providing you with information about CS RevIVe, the Labs, the
  Pharmacies, the Medical Groups, the Providers and/or their businesses,
  products and services by letter, email, text, telephone or other forms of
  communication;
- Providing you with customer support;
- Providing you with information about third-party businesses, products and services by letter, email, text, telephone or other forms of communication;
- Developing, testing or improving the Service and content, features and/or products or services offered via the Service;
- Identifying or creating new products, services, marketing and/or promotions for CS RevIVe or the Service;
- Promoting and marketing CS RevIVe, the Service, and the products and/or services offered via the Service;
- Improving user experiences with the Service;
- Analyzing traffic to and through Service;
- Analyzing user behavior and activity on or through the Service;
- Conducting research and measurement activities for purposes of product and service research and development, advertising claim substantiation, market research, and other activities related to CS RevIVe, the Service or products and services offered via the Service;
- Monitoring the activities of you and others on or through the Service;
- Placing and tracking orders for products or services on your behalf;
- Protecting or enforcing CS RevIVe' rights and properties;
- Protecting or enforcing the rights and properties of others (which may include you);

- 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); or
- CS RevIVe 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 CS RevIVe, a user of the Service, which may include you, or anyone else who may be harmed by such activities or to further CS RevIVe' legitimate business interests).

We may de-identify your information and use, create and sell such deidentified information, or any business or other purpose not prohibited by applicable law.

#### 6. Disclosure of Information

Subject to the limitations described in the Protected Health Information section above, we may disclose your information to third parties in connection with the provision of our Service or as otherwise permitted or required by law. For example, we may disclose your information:

- To our subsidiaries and affiliates;
- To our third-party and service providers (collectively "vendors") that
  provide services to enable us to provide the Service, such as the hosting
  of the Service, data analysis, IT services and infrastructure, customer
  service, e-mail delivery, and other similar services;
- To our vendors that provide services to enable us to run our business and administrative operations, such as legal and financial advisory services, auditing services, analytics and similar services;
- To our vendors that provide services to enable us to promote and advertise the Service and the products and/or services offered via the

- Service, such as ad platforms or ad-retargeting services, as well as comply with contact removal requests or requirements, such as mailing list removal services, do not call registries, and similar services;
- To our contractors, service providers, and other third parties we use to support our business. These entities provide IT and infrastructure support services, payment processing services and marketing software. Our payment processors' privacy policies may be found at http://stripe.com/us/privacy;
- To the Labs, Pharmacies, Medical Group or its Providers to enable them to provide services to you via the Service and to collect payment on their behalf;
- To vendors as we believe necessary or appropriate to comply with applicable laws; and
- To a potential or actual buyer or other successor in the event of a
  planned or actual merger, divestiture, restructuring, reorganization,
  dissolution, or other sale or transfer of some or all of CS RevIVe's assets,
  whether as a going concern or as part of bankruptcy, liquidation, or
  similar proceeding, in which Personal Data held by CS RevIVe about our
  Website's users is among the assets transferred;
- To fulfill the purpose for which you provide it;
- For any other purpose disclosed by us when you provide the information; and
- With your consent;
- To comply with any court order, law, or legal process, including to respond to any government or regulatory request;
- To enforce or apply our Terms of Service and other agreements, including for billing and collection purposes; and
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of CS RevIVe, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

We may de-identify your information and disclose such de-identified information for any purpose not prohibited by applicable law.

#### 7. Data Retention

CS RevIVe may retain your information for as long as it believes necessary; as long as necessary to comply with its legal obligations, resolve disputes and/or enforce its agreements; and/or as long as needed to provide you with the products and/or services of the Service or CS RevIVe. CS RevIVe may dispose of or delete any such information at any time, except as set forth in any other agreement or document executed by CS RevIVe or as required by law.

Similarly, the Medical Groups and Providers may retain your information for as long as they believe necessary; as long as necessary to comply with their respective legal obligations, resolve disputes and/or enforce its agreements; and/or as long as needed to provide you with the products and/or services of the Medical Groups and Providers. The Medical Groups and Providers may dispose of or delete any such information at any time, except as set forth in any other agreement or document executed by the Medical Groups or Providers or as required by law.

## 8. Data Security

Information transmitted over the Internet is not completely secure, but we do our best to protect your Personal Data. You can help protect your Personal Data and other information by keeping your password to our Websites confidential.

We have implemented measures designed to secure your Personal Data from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your Personal Data, we cannot guarantee the security of your Personal Data transmitted to our Website. Any transmission of Personal Data is at your own risk. We are not responsible for circumvention of any privacy settings or security measures deployed on the Website.

#### 9. Transactions

In connection with any transaction that you conduct through the Service (e.g., the purchase or sale of any products or services on or through the Service), you may be asked to supply certain information relevant to the transaction, including, without limitation, your credit card number and expiration date, your billing address, your shipping address, your phone number and/or your email address. By submitting such information, you grant CS RevIVe without charge the irrevocable, unencumbered, universe-wide and perpetual right to provide such information to third parties (e.g., payment processing companies, buyers on the Service, sellers on the Service) for the purpose of facilitating the transaction.

All credit card, debit card and other monetary transactions on or through the Service occur through an online payment processing application(s) accessible through the Service. This online payment processing application(s) is provided by CS RevIVe' third-party online payment processing vendor, Stripe ("Stripe"). Additional information about Stripe, its privacy policy and its information security measures (collectively, the "Stripe Policies") should be available on

the Stripe website located at <a href="https://stripe.com/us/privacy">https://stripe.com/us/privacy</a> or by contacting Stipe directly. Reference is made to the Stripe Policies for informational purposes only and are in no way incorporated into or made a part of this Privacy Policy. CS RevIVe' relationship with Stripe, if any, is merely contractual in nature, as Stripe nothing more than a third-party vendor to CS RevIVe, and is in no way subject to CS RevIVe' direction or control; thus, their relationship is not, and should not be construed as, one of fiduciaries, franchisorsfranchisees, agents-principals, employers-employees, partners, joint venturers or the like.

#### 10. Jurisdictional Issues

The law in some jurisdictions may provide you with additional rights regarding our use of Personal Data. To learn more about any additional rights that may be applicable to you as a resident of one of these states, please see the privacy addendum for your state that is attached to this Privacy Notice.

For Individuals Located within the European Economic Area
If you are located in the European Economic Area, you have the additional rights described in out GDPR Website Privacy Addendum.

Your Michigan Privacy Rights

If you are a resident of Michigan, you have the additional rights described in the Michigan Privacy Addendum.

#### 11. Third Parties

This Privacy Policy does not address or apply to, and we are not responsible for, the privacy, information or other practices of any third parties, including, without limitation, the Medical Group or its Providers, the manufacturer of your mobile device, and any other third-party mobile application or website to which our Service may contain a link. These third parties may at times gather information from or about you. We do not control and are not responsible for

the privacy practices of these third parties. We encourage you to review the Medical Group's Notice of Privacy Practices and the privacy policies of each website and application you visit and use.

# 12. Your Rights Regarding Your Information and Accessing and Correcting Your Information

You may have certain rights under applicable data protection laws, including the right to access and update your Personal Data, restrict how it is used, and the right to have us erase certain Personal Data about you. You also have the right to complain to a supervisory authority about our processing of your Personal Data.

Applicable data protection laws may provide you with certain rights with regards to our processing of your Personal Data.

- Access and Update. You can review and change your Personal Data by logging into the Website and visiting your "Account" page. You may also notify us through the Contact Information below or through our Website's Contact Us form of any changes or errors in any Personal Data we have about you to ensure that it is complete, accurate, and as current as possible. We may also not be able to accommodate your request if we believe it would violate any law or legal requirement or cause the information to be incorrect.
- You have the right to restrict our processing of your Personal Data under certain circumstances. In particular, you can request we restrict our use of it if you contest its accuracy, if the processing of your Personal Data is determined to be unlawful, or if we no longer need your Personal Data for processing but we have retained it as permitted by law.

- Right to be Forgotten. You have the right to request that we delete all of your Personal Data. We cannot delete your Personal Data except by also deleting your user account, and we will only delete your account when you have requested that we do so. We may not accommodate a request to erase information if we believe the deletion would violate any law or legal requirement or cause the information to be incorrect. In all other cases, we will retain your Personal Data as set forth in this policy. In addition, we cannot completely delete your Personal Data as some data may rest in previous backups. These will be retained for the periods set forth in our disaster recovery policies.
- You have the right to lodge a complaint with the applicable supervisory
  authority in the country you live in, the country you work in, or the
  country where you believe your rights under applicable data protection
  laws have been violated. However, before doing so, we request that you
  contact us directly in order to give us an opportunity to work directly
  with you to resolve any concerns about your privacy.
- How You May Exercise Your Rights. You may exercise any of the above rights by contacting us through any of the methods listed under Contact Information below and through our Website's Contact Us form. If you contact us to exercise any of the foregoing rights, we may ask you for additional information to verify your identity. We reserve the right to limit or deny your request if you have failed to provide sufficient information to verify your identity or to satisfy our legal and business requirements. Please note that if you make unfounded, repetitive, or excessive requests (as determined in our reasonable discretion) to access your Personal Data, you may be charged a fee subject to a maximum set by applicable law.

#### 13. Do Not Track Signals

We may use automated data collection technologies to track you across websites. We currently do not honor do-not-track signals that may be sent by some browsers.

We also may use automated data collection technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking). Some web browsers permit you to broadcast a signal to websites and online services indicating a preference that they "do not track" your online activities. At this time, we do not honor such signals and we do not modify what information we collect or how we use that information based upon whether such a signal is broadcast or received by us.

# 14. Changes to Our Privacy Notice

We may change this Privacy Notice at any time. It is our policy to post any changes we make to our Privacy Notice on this page. If we make material changes to how we treat our users' Personal Data, we will notify you through a notice on the Website's home page. The date this Privacy Notice was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this Privacy Notice to check for any changes.

# 15. Contact Information

You may contact our Data Protection Officer through the contact information below. If you wish to contact us, you may contact both us through the contact information below or through the Contact Us form on our Website.

If you have any questions, concerns, complaints or suggestions regarding our Privacy Notice, have any requests related to your Personal Data pursuant to applicable laws, or otherwise need to contact us, you may Contact Us at the contact information below or through the Contact Us page on our Website.

# Privacy Notice Addendum for Michigan Residents (PDPA)

Effective Date: July 28, 2021

Last Reviewed on: July 28, 2021

This Privacy Notice Addendum for Michigan Residents (the "Michigan Privacy Addendum") supplements the information contained in CS RevIVe's Privacy Notice and describes our collection and use of Personal Information. This Michigan Privacy Addendum applies solely to all visitors, users, and others who reside in the State of Michigan ("consumers" or "you"). We adopt this notice to comply with the Michigan Consumer Privacy Act of 2018 ("PDPA") and any terms defined in the PDPA have the same meaning when used in this notice.

Note that this Michigan Privacy Addendum does not apply employment-related personal information collected from our Michigan-based employees, job applicants, contractors, or similar individuals. Please contact your local human resources department if you are a Michigan employee and would like additional information about how we process your Personal Information.

Where noted, this Michigan Privacy Addendum also does not apply to personal information reflecting a written or verbal business-to-business communication ("B2B Personal Information"). Unless otherwise noted, this exemption will expire on January 1, 2023.

# Information We Will Collect

We collect] information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("personal information"). In particular, we collect, and over the prior twelve (12) months have collected, the following categories of personal information from our consumers:

Category	Applicable Pieces of Personal Information Collected
A. Identifiers.	A real name, postal address, online identifier, Internet Protocol address, en address, account name, or other similar identifiers.
B. Personal information categories listed in the Michigan Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, address, telephone number, or any financial information, medical information, or health insurance information.  Some personal information included in this category may overlay other categories.
C. Protected classification characteristics under Michigan or federal law.	Age (40 years or older), race, color, or medical condition.
D. Commercial information.	Records of products or services purchased, obtained, or considered, or othe purchasing or consuming histories or tendencies.
E. Internet or other similar network activity.	Information on a consumer's interaction with a website, application, or adv
F. Geolocation data.	Physical location or movements.

Personal information does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Information excluded from the PDPA's scope, like:
  - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Michigan Confidentiality of Medical Information Act (CMIA) or clinical trial data;
  - o personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or Michigan Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

## Use of Personal Information

We may use, or disclose the personal information we collect and, over the prior twelve (12) months, have used, or disclosed the personal information we have collected, for one or more of the following business or commercial purposes:

- To fulfill the reason you provided the information. For example, if you share your name and contact information to request a price quote or ask a question about our products or services, we will use that personal information to respond to your inquiry. If you provide your personal information to purchase a product or service, we will use that information to process your payment and facilitate delivery. We may also save your information to facilitate new product orders or process returns.
- To provide, support, personalize, and develop our Website, products, and services.
- To create, maintain, customize, and secure your account with us.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.

- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your Website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Website, third-party sites, and via email or text message (with your consent, where required by law).
- Debugging to identify and repair errors that impair existing intended functionality.
- To administer surveys, sweepstakes, promotions, and other contests, and to send newsletters and other similar communications not specifically advertising our own goods and services.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the PDPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of CS RevIVe's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by CS RevIVe about our Website users is among the assets transferred.

CS RevIVe will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Sources of Personal Information

CS RevIVe obtains the categories of personal information listed above from the following categories of sources:

- Directly from you. For example, from forms you complete or products and services you purchase.
- Indirectly from you. For example, from observing your actions on our Website.

# **Sharing Personal Information**

CS RevIVe may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract

Disclosures of Personal Information for a Business Purpose
In the preceding twelve (12) months, CS RevIVe has disclosed the following categories of personal information for a business purpose to the listed categories of third parties:

#### Identifiers:

Categories of Third Parties: Service Providers, Business partners, Affiliates and subsidiary organizations of CS RevIVe, and Internet cookie information recipients, such as analytics and behavioral advertising services,

- Michigan Customer Records personal information categories:
   Categories of Third Parties: Service Providers, Business partners, Affiliates and subsidiary organizations of CS RevIVe, and Internet cookie information recipients, such as analytics and behavioral advertising services
- Protected classification characteristics under Michigan or federal law: Categories of Third Parties: Service Providers, Business partners, Affiliates and subsidiary organizations of CS RevIVe, and Internet cookie information recipients, such as analytics and behavioral advertising services.
  - Commercial information:

Categories of Third Parties: Service Providers, Business partners, Affiliates and subsidiary organizations of CS RevIVe, and Internet cookie information recipients, such as analytics and behavioral advertising services.

• Internet or other similar network activity:

Categories of Third Parties: Service Providers, Business partners, Affiliates and subsidiary organizations of CS RevIVe, and Internet cookie information recipients, such as analytics and behavioral advertising services.

#### Sales of Personal Information

As noted in our general Privacy Policy, we do not sell your personal information as the term "sell" is commonly understood to require an exchange for money. However, the Michigan State Attorney General may issue guidance on whether the use of advertising and analytics cookies on our Website may be considered a "sale" of Personal Information as the term "sale" is broadly defined in the PDPA to include both monetary and other valuable consideration. Until such guidance has been issued, we continue to consider it a "sale" in order to be as transparent as possible with users of our Website and will comply with the restrictions of the "sale" of this information to the extent technologically feasible. This "sale" would be limited to our use of third-party advertising and analytics cookies and their use in providing you behavioral advertising and their use in understanding how people use and interact with our Website.

In the preceding twelve (12) months, CS RevIVe has not "sold" your Personal Information for either monetary *or* other valuable consideration.

## Your Rights and Choices

The PDPA provides consumers (Michigan residents) with specific rights regarding their personal information. This section describes your PDPA rights and explains how to exercise those rights. You may exercise these rights yourself or through your authorized agent.

Access to Specific Information and Data Portability Rights

You have the right to request that CS RevIVe disclose certain information to you about our collection and use of your personal information over the past 12 months (a "Right to Know" request). You also have the right to request that we provide you with a copy of the specific pieces of personal information that we have collected or created about you. If you make a request for the specific pieces of personal information electronically, we will provide you with a copy of your personal information in a portable and, to the extent technically feasible, readily reusable format that allows you to transmit the personal information to another third-party. You must specifically describe if you are making a Right to Know request or a request for the specific pieces of personal information. If you would like both the information about our collection and use over the past twelve (12) months and a copy of the specific pieces of Personal Data, you must make both requests clear in your email. If it is not reasonably clear from your request, we will only process your request as a Right to Know request.

Once we receive your request and verify your identity (see *Exercising Access, Data Portability, and Deletion Rights*), we will disclose to you:

#### For Right to Know requests:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- If we sold or disclosed your personal information for a business purpose,
   two separate lists disclosing:
  - sales, identifying the personal information categories that each category of recipient purchased; and

 disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

#### For requests for specific pieces of personal information:

 The specific pieces of personal information we collected about you (also called a data portability request). We will not disclose your health insurance or medical identification number or your account password or security question or answers. We will also not provide this information if the disclosure would create a substantial, articulable, and unreasonable risk to your personal information, your account with CS RevIVe, or the security of our systems or networks.

We do not provide these access and data portability rights for B2B personal information.

#### **Deletion Request Rights**

You have the right to request that CS RevIVe delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request (see *Exercising Access, Data Portability, and Deletion Rights*), we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- 1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the Michigan Electronic Communications Privacy Act (Cal. Penal Code § 1546 ).
- 6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- 8. Comply with a legal obligation.
- 9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

We do not provide these deletion rights for B2B personal information.

# Exercising Access, Data Portability, and Deletion Rights

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

- Calling us at (888) 843-7471
- Contact Form
- Visiting www.driphydration.com

If you (or your authorized agent) submit a request to delete your information online, we will use a two-step process in order to confirm that you want your personal information deleted. This process may include verifying your request through your email address on record / calling you on your phone number on

record (which may include an automated dialer) / sending you a text message and requesting that you text us a confirmation / sending you a confirmation through US mail.

If you fail to make your submission in accordance with the ways described above, we may either treat your request as if it had been submitted with our methods described above, or provide you with information on how to submit the request or remedy any deficiencies with your request.

Only you, or your agent that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.]To designate an authorized agent, see Authorized Agents below. We may request additional information so we may confirm a request to delete your personal information.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative. This may include:
  - verifying your request through your email address on record /
    calling you on your phone number on record (which may include
    an automated dialer) / sending you a text message and requesting
    that you text us a confirmation / sending you a confirmation
    through US mail.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with us. However, we do consider requests made through your password protected account sufficiently verified when the request relates to personal information associated with that specific account.

We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

For instructions on exercising sale opt-out rights, see *Personal Information Sales Opt-Out and Opt-In Rights*.

# Authorized Agents

You may authorize your agent to exercise your rights under the PDPA on your behalf by registering your agent with the Michigan Secretary of State. You may also provide your authorized agent with power of attorney to exercise your rights. If you authorize an agent, we may require that your agent provide proof that they have been authorized exercise your rights on your behalf. We may request that your authorized agent submit proof of identity We may deny a request from your agent to exercise your rights on your behalf if they fail to submit adequate proof of identity or adequate proof that they have the authority to exercise your rights.

#### Response Timing and Format

We will respond to a verifiable consumer request within ten (10) days of its receipt. We will generally process these requests within forty-five (45) days of its receipt. If we require more time (up to 45 days), we will inform you of the reason and extension period in writing.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

Any we provide disclosures related to a Right to Know request will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

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

Opt-Out and Opt-In Rights Regarding the "Sale" of Your Personal Information If you are 16 years of age or older, you have the right to direct us to not sell your personal information at any time (the "right to opt-out"). We do not sell the personal information of consumers we actually know are less than 16 years of age from either the consumer who is between 13 and 16 years of age, or the parent or quardian of a consumer less than 13 years of age.

To exercise the right to opt-out, you (or your authorized representative) may adjust your cookie preferences by setting your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. However, if you do not consent to our use of cookies or select this setting you may be unable to access certain parts of our Website or other websites. You can find more information about cookies at http://www.allaboutcookies.org.

# Non-Discrimination

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

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

However, we may offer you certain financial incentives permitted by the PDPA that can result in different prices, rates, or quality levels. Any PDPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

# <u>Changes to This Michigan Privacy Addendum</u>

CS RevIVe reserves the right to amend this Michigan Privacy Addendum at our discretion and at any time. When we make changes to this Michigan Privacy Addendum, we will post the updated addendum on the Website and update the addendum's effective date. Your continued use of our Website following the posting of changes constitutes your acceptance of such changes.

# **Contact Information**

If you have any questions or comments about this Michigan Privacy
Addendum, the ways in which CS RevIVe collects and uses your information
described above and in the Privacy Notice, your choices and rights regarding
such use, or wish to exercise your rights under Michigan law, please do not
hesitate to Contact Us.

# **GDPR Website Privacy Addendum**

#### 1. Introduction

This GDPR Website Privacy Addendum supplements the information in the CS RevIVe Website Privacy Notice and applies to Personal Data about individuals located in the European Economic Area.

This GDPR Website Privacy Addendum (the "GDPR Website Privacy Addendum") supplements the information contained in the CS RevIVe Website Privacy Notice and applies solely to all users of our Website who are located in the European Economic Area. We adopt this GDPR Website Privacy Addendum to comply with the General Data Protection Regulation (2016/679) and any implementing acts of the foregoing by any of the member states of the European Economic Area, the United Kingdom, or Switzerland ("GDPR") and any terms defined in the GDPR or our Privacy Notice have the same meaning when used in this GDPR Website Privacy Addendum. This GDPR Website Privacy Addendum takes precedence over anything contradictory in our Privacy Notice.

# 2. Data Controller, Data Protection Officer, and Representative

CS RevIVe is the data controller of the Personal Data you provide on the Website. CS RevIVe is not required to appoint a Data Protection Officer or a representative in either the European Union.

CS RevIVe is the data controller of your Personal Data. At this time, CS RevIVe is not required to appoint a Data Protection Officer or a representative in the European Union, and has elected not to do so.

# 3. Lawful Basis for Processing Your Personal Data

We have a lawful basis for our processing of your Personal Data, including processing for our legitimate interests (when balanced against your rights and freedoms), to fulfill our obligations to you under a contract with you, and required by law, and with your consent.

If you are in the European Union, the processing of your Personal Data is lawful only if it is permitted under the applicable data protection laws. We have a lawful basis for each of our processing activities (except when an exception applies as described below):

- By using our Website, you consent to our collection, use, and sharing of your Personal Data as described in this Privacy Notice. If you do not consent to this Privacy Notice, please do not use the Website.
- Legitimate Interests. We will process your Personal Data as necessary for our legitimate interests. Our legitimate interests are balanced against your interests and rights and freedoms and we do not process your Personal Data if your interests or rights and freedoms outweigh our legitimate interests. Our legitimate interests are to: facilitate communication between CS RevIVe and you; detect and correct bugs and to improve our Website; safeguard our IT infrastructure and intellectual property; process your requests, purchases, transactions, and payments; detect and prevent fraud and other financial crime; and promote, support, and market our business.
- To Fulfill Our Obligations to You under our Contract. We process your Personal Data in order to fulfill our obligations to you pursuant to our contract with you to deliver our goods and services to you.
- As Required by Law. We may also process your Personal Data when we are required or permitted to by law; to comply with government inspections, audits, and other valid requests from government or other

public authorities; to respond to legal process such as subpoenas; or as necessary for us to protect our interests or otherwise pursue our legal rights and remedies (for instance, when necessary to prevent or detect fraud, attacks against our network, or other criminal and tortious activities), defend litigation, and manage complaints or claims.

# 4. Special Categories of Information

We may process some Personal Data considered sensitive when necessary to carry out our obligations under the law or to protect our legitimate interests.

Some Personal Data processed by CS RevIVe may be considered sensitive, including personal data that reveals your racial or ethnic origin or personal data concerning your health. CS RevIVe processes this information only to the extent necessary to carry out its obligations under the law or to the extent necessary to protect CS RevIVe's legitimate interests.

## 5. Automated Decision Making

We generally do not use your Personal Data with any automated decision making processes.

CS RevIVe does not use your Personal Data with any automated decision making process, including profiling, which may produce a legal effect concerning you or similarly significantly affect you.

6. Your Rights Regarding Your Information and Accessing and Correcting Your Information

You may have certain rights under applicable data protection laws, including the right to access and update your Personal Data, restrict how it is used, transfer certain Personal Data to another controller, withdraw your consent at any time, and the right to have us erase certain Personal Data about you. You also have the right to complain to a supervisory authority about our processing of your Personal Data.

Applicable data protection laws may provide you with certain rights with regards to our processing of your Personal Data.

- Access and Update. You can review and change your Personal Data by logging into the Website and visiting your "Account" page. You may also notify us through the Contact Information below or through our Website's Contact Us form of any changes or errors in any Personal Data we have about you to ensure that it is complete, accurate, and as current as possible. We may also not be able to accommodate your request if we believe it would violate any law or legal requirement or cause the information to be incorrect.
- Right to be Forgotten. You have the right to request that we delete all of your Personal Data. We cannot delete your Personal Data except by also deleting your user account, and we will only delete your account when you request that we do so or after a final determination that your Personal Data was unlawfully processed. We may not accommodate a request to erase information if we believe the deletion would violate any law or legal requirement or cause the information to be incorrect. In all other cases, we will retain your Personal Data as set forth in this policy. In addition, we cannot completely delete your Personal Data as some data may rest in previous backups. These will be retained for the periods set forth in our disaster recovery policies.
- You have the right to lodge a complaint with the applicable supervisory authority in the country you live in, the country you work in, or the

- country where you believe your rights under applicable data protection laws have been violated. However, before doing so, we request that you contact us directly in order to give us an opportunity to work directly with you to resolve any concerns about your privacy.
- How You May Exercise Your Rights. You may exercise any of the above rights by contacting us through any of the methods listed under Contact Information below and through Contact Us form on our Website. If you contact us to exercise any of the foregoing rights, we may ask you for additional information to verify your identity. We reserve the right to limit or deny your request if you have failed to provide sufficient information to verify your identity or to satisfy our legal and business requirements. Please note that if you make unfounded, repetitive, or excessive requests (as determined in our reasonable discretion) to access your Personal Data, you may be charged a fee subject to a maximum set by applicable law.

# 7. Consent to Processing of Personal Data in the United States / In Other Countries Outside the European Economic Area

We may process your Personal Data outside of your home country, including to the United States. We only do this when we are legally permitted to do so and when we have appropriate safeguards in place to protect your Personal Data.

If you are a resident of the European Economic Area ("EEA"), in order to provide our Website, products, and services to you, we may send and store your Personal Data outside of the EEA, including to the United States.

Accordingly, your Personal Data may be transferred outside the country where you reside or are located, including to countries that may not or do not provide an equivalent level of protection for your Personal Data. Your

information may be processed and stored in the United States and United States federal, state, and local governments, courts, or law enforcement or regulatory agencies may be able to obtain disclosure of your information through the laws of the United States. By using our Website, you represent that you have read and understood the above and hereby consent to the storage and processing of Personal Data outside the country where you reside or are located, including in the United States.

Your Personal Data is transferred by CS RevIVe to another country only if it is required or permitted under applicable data protection law and provided that there are appropriate safeguards in place to protect your Personal Data. To ensure your Personal Data is treated in accordance with this Privacy Notice when we transfer it to a third party, CS RevIVe uses Data Protection Agreements between CS RevIVe and all other recipients of your data that include, where applicable, the Standard Contractual Clauses adopted by the European Commission (the "Standard Contractual Clauses"). The European Commission has determined that the transfer of Personal Data pursuant to the Standard Contractual Clauses provides for an adequate level of protection of your Personal Data, but may need to be supplemented with additional measures on a case-by-case basis after an analysis that such supplemental measures can provide you with an essentially equivalent level of protection as afforded in the EU. When, as a result of this analysis, we believe this to be appropriate and necessary, these Standard Contractual Clauses have been supplemented in this way. Under these Standard Contractual Clauses, you have the same rights as if your data was not transferred to such third country. You may request a copy of the Data Protection Agreement by contacting us through the Contact Information below.

#### 8. Data Retention Periods

We retain your Personal Data for as long as you keep your account open. In some instances, we may keep it after you close your account, for example we may keep it.

- · on our backup and disaster recovery systems;
- · for as long as necessary to protect our legal interests; and
- · and to comply with other legal requirements.

CS RevIVe will retain your Personal Data for the entire time that you keep your account open. After you close your account, we retain your Personal Data until you request that we remove it. However, Personal Health Information is retained for 7 years, or until you request that we remove it, whichever is longer.

## 9. Changes to this GDPR Website Privacy Addendum

CS RevIVe reserves the right to amend this GDPR Website Privacy Addendum at our discretion and at any time and at any time and as described in our Website Privacy Notice. When we make changes to this GDPR Website Privacy Addendum, we will post the updated notice on the Website and update the notice's effective date. Your continued use of our Website following the posting of changes constitutes your acceptance of such changes.

#### **Contact Information**

If you have any questions, concerns, complaints or suggestions regarding our Privacy Notice, have any requests related to your Personal Data pursuant to applicable laws, or otherwise need to contact us, you may contact us at the contact information below or through the Contact Us form on our Website. To Contact CS RevIVe

201 N Riverside Ave. Unit D3 St. Clair, MI 48079 (810) 683-9842