

Privacy and Terms of Use

H-Factor Global, Inc. Privacy Notice

Effective June 15, 2019

This Privacy Notice is intended to describe how H Factor Global, LLC., (“H Factor Global”) collects, uses, and shares Personal Data that you submit to us and that we collect through our website www.HFactorGlobal.com (the “Site”). The Site provides a venue to obtain information about H Factor Global, our company and our investors, our products that are under development, the clinical trials we are conducting, and employment opportunities at our company (collectively, the “Services”).

INFORMATION WE COLLECT

For purposes of this Privacy Notice, “Personal Data” means any information relating to an identified or identifiable natural person. As described in detail below, we may collect certain Personal Data from or about you in connection with your use of, or your submissions to, the Site.

We may collect Personal Data as follows:

When you communicate with us, sign up for materials, and interact with the Site. We may collect Personal Data, such as your name, address, phone number, email address, fax number, and business contact information, when you communicate with us or submit information to us, including when you inquire about partnering with us. We may also collect Personal Data when you interact with our Site or utilize Site features, and when you sign up to receive newsletters, updates, or other information.

When you apply for a job with us we may collect Personal Data from you, such as if you submit your resume for consideration.

When we leverage and/or collect cookies, device IDs, Location, data from the environment, and other tracking technologies. We may collect certain Personal Data using cookies and other technologies, such as web beacons, device IDs, geolocation, HTML5 local storage, Flash cookies, and IP addresses. We specifically use browser cookies for different purposes, including cookies that are strictly necessary for functionality and cookies that are used for personalization and performance/analytics. When you visit the Site, we may also automatically collect certain data about your device, including information about your web browser, IP address, and time zone. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. Our “Use of Cookies and Similar Technologies” section contains more information and options to control or opt-out of certain data collection or uses.

You are not required to provide all Personal Data identified in this Privacy Notice in order to use the Site; however, if you do not provide the Personal Data requested, we may be unable to provide some or all of the Services to you.

USE OF COOKIES AND SIMILAR TECHNOLOGIES

The Site uses cookies and similar technologies to improve user experience, for performance and analytics, and to improve our content, products, and services.

A “cookie” is a small text file that a web server stores in browser software. A browser sends cookies to a server when the browser makes a connection to the server (for example, when requesting a web page from the same domain that created the cookie). The purpose of cookies is to remember the browser over time and distinguish one browser instance (or user) from all others. Some cookies and other technologies may serve to track Personal Data previously entered by a web user on our site. Most browsers allow you to control cookies, including whether or not to accept them, and how to remove them. Cookies can remember login information, preferences, and similar information. Cookies, as well as other

tracking technologies, such as HTML5 local storage, and Local Shared Objects (such as “Flash” cookies), and similar mechanisms, may record information such as a unique identifier, information you enter in a form, IP address, and other categories of data.

We may also use web beacons or “pixels,” and in certain circumstances may collect IP address, screen resolution and browser software and operating system types, clickstream patterns, dates and times that our site is accessed, and other categories of data.

If you want to block the use and saving of cookies from the Site on to the computers’ hard drive, you should take the necessary steps within your web browser’s settings to block all cookies from the Site and its external serving vendors. Please note that if you choose to erase or block your cookies, certain parts of our Site may not function correctly. For information on how to disable cookies, refer to your browser’s documentation.

HOW WE USE THE INFORMATION WE COLLECT

We may use Personal Data for a variety of different purposes as set out in further detail below. Subject to applicable law, the purposes for which we use and process Personal Data, and the legal basis for such processing, are set forth below:

- For our legitimate Interests. To operate our business and provide the Services, other than in performing our contractual obligations to you, for our “legitimate interests” for the purposes of applicable law, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data. Legitimate interests may include:
 - To maintain the Site and provide the Services, including for technical support;
 - To communicate with you regarding the Services, including to provide you important notices regarding changes to our Terms of Use;
 - To address and respond to your requests, inquiries, and complaints;
 - To develop, provide, and improve the Site and Services, including to better tailor the features, performance, security and support of our Services and the Site, and for statistical and analytics purposes;
- For our direct marketing purposes;
- For fraud, loss, and other crime prevention purposes;
- For employment recruitment purposes;
- To assist in the investigation of suspected illegal or wrongful activity, and to protect and defend our rights and property, or the rights or safety of third parties;
- To enforce our Terms of Use, this Privacy Notice, or agreements with third parties;
- To comply with laws, regulators, court orders, or other legal obligations, or pursuant to legal process; or
- Subject to applicable contractual or legal restrictions, in connection with a contemplated reorganization or an actual reorganization of our business, in connection with financing, a sale or other transaction involving the disposal of all or part of our business or assets, including for the purpose of permitting the due diligence required to decide whether to proceed with a transaction.
- For the performance of a contract. To perform our contractual obligations to you, including to fulfill your request for Services, to contact you in relation to any issues with our Services, where we need to provide your

Personal Data to our service providers, or to take steps in response to information or inquiries you may submit prior to entering into a contract or partnership with us.

- To comply with legal obligations. To comply with laws, regulators, court orders, or other legal obligations, or pursuant to legal process.
- To protect data subjects' vital interests. To protect the vital interests of you or of another person.
- In some cases where we are not already authorized to process the Personal Data under applicable law, we may ask for your consent to process your Personal Data:
- Special Categories of Personal Data. We generally do not collect or require special categories of Personal Data (such as racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health information, biometric data, or sexual orientation) in order to access our Site or utilize the Services. In the event we may need to collect such information to provide a specific service to you, we will obtain your consent as required by law. In certain circumstances, subject to applicable law, we may process or otherwise disclose special categories of Personal Data without consent, such as to protect the vital interests of you or of another person.

HOW WE MAY DISCLOSE INFORMATION

We may disclose Personal Data as described in this Privacy Notice, including:

Affiliates. We may disclose some or all, of your Personal Data to our subsidiaries, joint ventures, and other companies under our common control (collectively, "Affiliates"), for the purposes described in this Privacy Notice. Where we share Personal Data with our Affiliates, we will require our Affiliates to honor this Privacy Notice.

Service Providers: We may disclose Personal Data to business partners, distributors, service providers, and vendors in order to maintain the Site and provide, improve, and personalize the Services. We may also share Personal Data for other technical and processing functions, such as sending e-mails on our behalf, technical support, or otherwise operating the Site, for analytics. Such third parties may have access to Personal Data only as needed to perform their functions for us, and they may not use Personal Data for other purposes.

Pursuant to Legal Process and Protection of Rights. We may also disclose Personal Data to comply with applicable laws and regulations, to respond to a subpoena, search warrant, or other lawful request for information we receive, or as otherwise pursuant to legal process. We may also use and disclose Personal Data to establish or exercise our legal rights, to enforce our Terms of Use, this Privacy Notice, or agreements with third parties, to assert and defend against legal claims, or if we believe such disclosure is necessary to investigate, prevent, or take other action regarding actual or suspected illegal or fraudulent activities or potential threats to the physical safety or well-being of any person.

Corporate Transactions. Subject to applicable law, H Factor Global, LLC reserves the right to sell or transfer Personal Data in the event that H Factor Global is acquired by or merged with another company or in connection with the potential sale or transfer of some or all of the business assets of the Site or H Factor Global, including for the purpose of permitting the due diligence required to decide whether to proceed with a transaction. If the sale occurs, the purchaser will be entitled to use and disclose the Personal Data collected by us, and the purchaser will assume the rights and obligations regarding Personal Data as described in this Privacy Notice.

DE-IDENTIFIED OR ANONYMOUS DATA

We may create de-identified or anonymous data from Personal Data by removing data components (such as your name, email address, or linkable tracking ID) that makes the data personally identifiable to you or through obfuscation or through other means. Our use of anonymized data is not subject to this Privacy Notice.

DO-NOT-TRACK

Do-Not-Track is a public-private initiative that has developed a “flag” or signal that an Internet user may activate in the user’s browser software to notify websites that the user does not wish to be “tracked” by third-parties as defined by the initiative. The online community has not agreed on what actions, if any, should be taken by the websites that receive the “do not track” signal, and therefore Do-Not-Track is not yet standardized. Please note that the Site does not alter its behavior or use practices when we receive a Do Not Track signal from your browser.

INFORMATION FROM CHILDREN UNDER 18 YEARS OF AGE

We do not knowingly collect information from minors under the age of 18 years without parental consent. If you become aware that an individual under 18 years of age has provided us with Personal Data without parental consent, please contact us at info@HFactorGlobal.com. If we become aware that an individual under 18 years has provided us with Personal Data without parental consent, we will take steps to remove the data as permitted by law.

LINKS TO OTHER SITES

Our Site may contain links or otherwise provide access to another website, mobile application, or Internet location (collectively “Third-Party Sites”). We provide these links merely for your convenience. H Factor Global, LLC has no control over, does not review, and is not responsible for Third-Party Sites, their content, or any goods or services available through the Third-Party Sites. Our Privacy Notice does not apply to Third-Party Sites. We encourage you to read the privacy policies of any Third-Party Site with which you choose to interact.

DATA SUBJECT RIGHTS

Data subjects in the European Economic Area and certain other jurisdictions may have certain rights under applicable data protection law, including the right to request confirmation from us as to whether or not we are processing your Personal Data. Where we are processing your Personal Data, subject to applicable law, you also have the right to:

Request access to, modification or rectification, or deletion. You may have the right to request access to, modification of, or deletion of your Personal Data we maintain.

Request restriction of processing. You may have the right to request that we restrict processing of your Personal Data in certain circumstances, such as where you believe that the Personal Data we hold about you is inaccurate or our processing is unlawful.

Object to processing. In certain circumstances, you may have the right to request that we stop processing your Personal Data, such as a request to stop sending you direct marketing communications. To opt-out of direct marketing communications, please see the instructions in the “Withdrawing Your Consent” section of this Privacy Notice.

Data portability. In certain circumstances, you may have the right to receive the Personal Data concerning you that you provided to us or to request that we transmit your Personal Data to another data controller.

Lodge a Complaint. You have the right to lodge a complaint with a supervisory authority.

To exercise your rights, you may contact us as at info@HFactorGlobal.com. As permitted by law, certain data elements may not be subject to access, modification, portability, restriction, and/or deletion. Furthermore, where permissible, we may charge for this service. We will respond to reasonable requests as soon as practicable and as required by law. To protect your privacy and security, we may take steps to verify your identity in order to respond to your request.

WITHDRAWING YOUR CONSENT

In most cases, we need to process certain of your Personal Data in order to fulfil our contractual obligations to you and for our legitimate interests. Where the basis of processing is legitimate interests, you have a right to object to the

processing of your Personal Data. Please note that, subject to applicable law, we may continue to process your Personal Data even where you object if there are compelling legitimate grounds for processing that override your interests and rights, or where processing is necessary to establish, exercise, or defend legal claims.

Where consent is the basis of processing, you may at any time withdraw the consent you provided for the processing of your Personal Data for the purposes set forth in this Privacy Notice by contacting us at info@HFactorGlobal.com, provided that we are not required by applicable law or professional standards to retain such information.

If you would like to stop receiving newsletters or other marketing or promotional messages, notifications, or updates, you may do so by following the unsubscribe instructions that appear in these e-mail communications. Alternatively, you may contact us at info@HFactorGlobal.com to opt-out of direct marketing. Please be advised that you may not be able to opt-out of receiving certain service or transactional messages from us, including legal notices and certain communications related to the provision of the Services.

Please note that if you do not provide consent, if you withdraw your consent or object to processing, or if you choose not to provide certain Personal Data, we may be unable to provide you some or all, of the Services.

TRANSFER OF DATA

Please note that if you are visiting the Site from outside of the United States, your information may be transferred to, stored, and/or processed in this country. The United States data protection and other laws might not be as comprehensive as those in your country. If you are located outside of the United States, the transfer of Personal Data is necessary to provide you with the requested information and Services and/or to perform any requested transaction. By using any portion of the Site, you acknowledge and consent to the transfer of your information to our facilities in the United States.

DATA RETENTION

We will retain your Personal Data for as long as is necessary to provide the Services, or for such longer period as may be required or permitted by applicable law. We will also retain your Personal Data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

SECURITY

H Factor Global, LLC uses technical and organizational security measures designed to secure and protect Personal Data. Please note, however, we cannot fully eliminate security risks associated with the storage and transmission of Personal Data.

CALIFORNIA PRIVACY RIGHTS

Under Section 1798.83 of the California Civil Code, residents of California have the right to request from a business, with whom the California resident has an established business relationship, certain information with respect to the types of personal information (as defined by California law) the business shares with third parties for those third parties' direct marketing purposes, and the identities of the third parties with whom the business has shared such information during the immediately preceding calendar year. To exercise your rights, you may make one request each year by emailing us at info@HFactorGlobal.com with "Request for California Privacy Information" in the subject line and in the body of your message. Be sure to provide in the request sufficient information to properly identify you and/or the members of your family.

UPDATES TO THIS PRIVACY NOTICE

We may update this Privacy Notice from time to time. The most recent version of the Privacy Notice is reflected by the version date located at the top of this Privacy Notice. We encourage you to review this Privacy Notice often to stay informed of how we may process your information.

CONTACT US

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at info@HFactorGlobal.com or by mail at the following address:

H Factor Global, LLC.
4544 Post Oak Place Drive, Suite 254, Houston, TX 77027

TERMS OF USE

H Factor Global, LLC. (“H Factor Global,” “we,” “us” or “our”) has created a website at www.HFactorGlobal.com (the “Website” or “Site”) to provide information about H Factor Global, our company and our products and the products we supply.

To assist you in using the Website, we have created (i) these Terms of Use (the “Terms”), and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information that you provide to us through the Website, and our Terms govern your use of our Website and Content. Our Terms and Privacy Policy apply to anyone accessing our Website (collectively, “you”).

Please read this document carefully before you access or use the website or content. By accessing the website, you agree to be bound by these terms. If you do not wish to be bound by these terms, please do not access the website or use the website or content.

Your Agreement: These Terms govern: (i) your use of the Website; (ii) your use of information obtained through the Website, including information, software, artwork, text, video, audio, pictures, content, trademarks, trade dress and other intellectual property owned by H Factor Global, LLC. or our licensors and made available to you through the Website (collectively, “H Factor Global Content”). Please read these Terms carefully; they impose legal obligations on you and on H Factor Global, LLC. and establish our legal relationship. By accessing our Website, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

Overview: The Website provides a venue to obtain information about H Factor Global, LLC., our company and our investors, our products that are under development, suppliers products, the clinical trials we are conducting, and employment opportunities at our company.

Ownership; Reservation of Rights: The Website and associated H Factor Global Content are the proprietary property of H factor Global and our licensors and are protected by U.S. and International copyright and other intellectual property laws or are used under the principles of fair use. H factor Global and our licensors retain all rights with respect to the Website and H Factor Global Content except those expressly granted to you in these Terms.

Grant of Rights: Subject to your compliance with these Terms, you are granted the right to access our Website and H Factor Global Content solely for your personal, non-commercial use. You shall not (i) license, sublicense, sell, resell, distribute or otherwise commercially exploit the Website or H factor Global Content to any third party; (ii) modify or make derivative works based upon the Website or H Factor Content; or (iii) reverse engineer, reverse compile, or access the Website or H Factor Global Content in order to build a competitive product or service.

Comments/Feedback: Our Website may allow you to provide comments or feedback regarding our Website and our H factor Global Content. By providing comments/feedback, you grant us the right to use your comments and feedback for the purposes of improving the Website.

Code of Conduct. As a condition to your use of the Website, you agree to follow our Code of Conduct, set out below. Under this Code, you will not:

- Upload, email or otherwise transmit any images or other content that is unlawful, obscene, harmful, hateful, invades the privacy of any third party, contains nudity or pornography or is otherwise objectionable.
- Disseminate materials that impact or invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private or sensitive information about another person, without that person's consent.
- Submit material that is intentionally false, defamatory, unlawfully threatening or unlawfully harassing.
- Infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. Electronic materials – such as music, videos, games, images and text in electronic form – can easily be copied, modified and sent over networks (such as the internet). These electronic materials are thus extremely vulnerable to unauthorized distribution and copyright infringement. These materials may not be transmitted over the Website without the copyright owner's permission or without a legitimate "fair use" justification for the transmittal.
- Transmit materials that contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- Use the Website to artificially generate traffic or page links to a website or for any other purpose not expressly allowed under these Terms.
- Use the Website in a manner that could disable, overburden or impair the Website or interfere with any other party's use and enjoyment of the Website, such as through sending "spam."
- Use the Website to test or reverse engineer the Website in order to find limitations, vulnerabilities or to evade filtering capabilities.
- Seek to obtain access to any materials or information through "hacking", "data harvesting" or through other means we have not intentionally made available to you through the Website.
- Use the Website for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Website to violate any law, statute or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising).

Monitoring; Revocation or Suspension of Use Privileges: We reserve the right at any time to (i) monitor your use of the Website, and (ii) terminate or suspend your use of some or all of the Website if you engage in activities that we conclude, in our discretion, breach our Code of Conduct or otherwise violate these Terms or our Privacy Policy. Although we have no – and assume no – obligation to monitor activities on the Website, please understand that we may employ filters designed to detect and block inappropriate content described in our Code of Conduct. We reserve the right to request edits to your submission, to refuse to post or to remove any information or materials, in whole or in part, that we believe, in our sole discretion, is incompatible with our Code of Conduct.

You should also understand that our Code of Conduct is based in many instances on principles of applicable law. Violations of our Code of Conduct accordingly may expose you to criminal charges, and civil liability to harmed parties

for compensatory damages and attorney's fees. H factor Global reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, consistent with our Privacy Policy.

Links to Third-Party Sites: The Website may contain links or produce search results that reference links to third party websites (collectively, "Linked Sites"). H Factor Global has no control over these Linked Sites or their content and does not assume responsibility or liability for any content, opinions or materials available on Linked Sites. H factor Global does not endorse the content of any Linked Site, nor does H Factor Global warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other web-access device. By using the Website to search for or link to another site, you agree and understand that such use is at your own risk.

Warranty disclaimer. H Factor Global does not promise that the website will be error-free or uninterrupted, or that you will obtain specific results from your use of the website or your use of any content, search or link on it. The Website and H Factor Global content are delivered on an "as is" and "as available" basis. When you access the website, you do so at your own risk. H Factor Global does not represent or warrant that materials you download from the website will be free of viruses or other harmful features. H Factor Global expressly disclaims: (i) all warranties, express or implied, including any implied warranties of merchant ability and fitness for a particular purpose; (ii) any responsibility or liability for the accuracy, content, completeness or legality of information available through the website; and (iii) any responsibility or liability for harm resulting from downloading or accessing information through the website, including harm caused by viruses or similar destructive features. You expressly agree that use of the website and related content is at your sole risk.

No medical advice. The content on the website is provided for general informational purposes only and is not intended as, nor should it be considered a substitute for, professional medical advice. You acknowledge that your use of the website and content contained thereon is voluntary. H Factor Global makes no representations or warranties with regard to information contained on the website and H Factor Global shall have no liability with regard to same. If you have or suspect you have a medical problem, promptly contact your professional healthcare provider.

Limitation of liability. Under no circumstances, including but not limited to, breach of contract, tort or negligence, will H Factor Global be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages (including lost profits) that arise out of or are related to your use of the website or H Factor Global Content.

Indemnity: You agree to defend, indemnify and hold H Factor Global, LLC. and its subsidiaries, affiliates, officers, directors, agents and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

Modifications to these Terms: We may modify and change these Terms over time. We will not retroactively change these Terms, and any modifications we make shall take effect proactively, once you next access the Website. Please feel free to print out a copy of the current Terms for your records.

Assignment: These Terms shall not be assignable by you, either in whole or in part. H Factor Global reserves the right to assign its rights and obligations under these Terms.

General: These Terms shall be governed in all respects by the laws of the State of Texas without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of Texas, in the judicial district where H Factor Global, LLC. resides. The parties further agree that any cause of action arising under this Agreement shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. H Factor Global' failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire

understanding and agreement between H Factor Global and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

Survival: The following provisions shall survive the termination of these Terms and shall apply indefinitely: (i) Ownership; Reservation of Rights; (ii) Warranty Disclaimer; (iii) Limitation of Liability; (iv) Indemnity; (v) Assignment; (vi) General; and (vii) Survival.

Relationship to Privacy Policy: These Terms must be read in conjunction with our Privacy Policy. The provisions of our Privacy Policy are incorporated herein. To the extent these Terms conflict with the terms of our Privacy Policy, the terms of our Privacy Policy shall control.

Contact Us: If you have any questions about these Terms, the practices of this Website, or your dealings with H Factor Global, LLC. please contact us at:

H Factor Global, LLC.
4544 Post Oak Place Drive, Suite 254
Houston, TX 77027

or via email at info@HFactorGlobal.com

Effective Date: The effective date of these Terms is June 15, 2019

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