

Terms of Use for Informational Website and Privacy Policy

Welcome to <https://fit-byrd.com/> (the Website). <https://fit-byrd.com/> is an informational website owned and operated by FIT-BYRD LLC, a Company/Corporation licensed to do business in CALIFORNIA (hereinafter FIT-BYRD LLC, “We”, “Us”, or “Our”)

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. BY ACCESSING AND/OR USING THE WEBSITE (OTHER THAN TO READ THESE TERMS OF USE FOR THE FIRST TIME). YOU ARE AGREEING TO COMPLY WITH THESE TERMS OF USE, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH IN SECTION XII BELOW. YOU UNDERSTAND AGREE THAT THE PURPOSE OF THIS SITE IS TO AID THE SITE’S READERS IN ACQUIRING INFORMATION.

1. Intellectual Property. The Website and included content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features (collectively, the Website Content) and all intellectual property rights to the same are owned by FIT-BYRD LLC, our licensors, or both. Additionally, all trademarks, service marks, trade names and trade dress that may appear on the Website are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title or interest in the Website or any Website Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

2. Website Access and Use. Access to the Website including, without limitation, the Website Content is provided for your information and personal, non-commercial use only. When using the Website, you agree to comply with all applicable federal, state, and local laws including, without limitation copyright law. Except as expressly permitted in these Terms of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever without obtaining prior written consent from us or, in the case of third-party content, its respective owner. In certain instances, we may permit you to download or print Website Content or both. In such a case, you may download or print (as applicable) one copy of Website Content for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading or printing Website Content.

a. Except as expressly permitted in these Terms of Use, you may not:

i. Remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on the Website or Website Content;

ii. Circumvent, disable or otherwise interfere with security-related features of the Website including, without limitation, any features that prevent or restrict use or copying of any content or enforce Limitations on the, use of the Website or Website Content;

iii. Use an automatic device (such as a robot or spider) or manual process to copy or scrape the Website or Website Content for any purpose without the express written permission of FIT-BYRD LLC. Notwithstanding the

foregoing, FIT-BYRD LLC grants public search engine operators permission to use automatic devices (such as robots or spiders) to copy Website Content from the Website for the sole purpose of creating (and only to the extent necessary to create) a searchable index of Website Content that is available to the public. We reserve the right to revoke this permission (generally or specifically) at any time;

iv. Collect or harvest any personally identifiable information from the Website including, without limitation, user names, passwords, email addresses;

v. Solicit other users to join or become members of any commercial online service or other organization without our prior written approval;

vi. Attempt to or interfere with the proper working of the Website or impair, overburden, or disable the same;

vii. Decompile, reverse engineer, or disassemble any portion of any the Website;

viii. Use network-monitoring software to determine architecture of or extract usage data from the Website;

ix. Encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person's Membership without permission, etc.);

x. Violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce; or

xi. Engage in any conduct that restricts or inhibits any other user from using or enjoying the Website.

b. You agree to cooperate fully with FIT-BYRD LLC to investigate any suspected or actual activity that is in breach of these Terms of Use.

3. Conditions for Linking to Website. Upon your acceptance of these Terms of Use as evidence by your clicking where indicated below your acceptance of and agreement to these terms, we hereby grant you a non-exclusive, limited license, revocable at our discretion, for you to link to the Website home page from any site you own or control that is not commercially competitive with the Website and does not criticize or otherwise injure the Website, so long as the site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene or illegal/unlawful information, topic, name or other material or that violates the spirit of our mission. Such a link is not an endorsement of such other site(s) by us. All of our rights and remedies are expressly reserved.

4. User Reservation

a. In order to access or use some features of the Website, you will have to become a registered user. If you are under the age of thirteen, then you are not permitted to register as a user or otherwise submit personal information to this Website.

b. If you become a registered user, you will provide true, accurate and complete registration information and, if such information changes, you will promptly update the relevant registration information. During registration, you will create a user

name and password (a Membership), which may permit you access to certain areas of the Website not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your Membership. You are solely responsible for the activity that occurs under your Membership, whether or not you have authorized the activity. You agree to notify us immediately at Fit-byrd@outlook.com of any breach of security or unauthorized use of your Membership.

5. User Contact.

a. We may now or in the future permit users to post, upload, transmit through, or otherwise make available on the Website (collectively, submit) messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials (User Content). Subject to the rights and license you grant herein, you retain all right, title and interest in your User Content. We do not guarantee any confidentiality with respect to User Content even if it is not published on the Website. It is solely your responsibility to monitor and protect any intellectual property rights that you may have in your User Content, and we do not accept any responsibility for the same.

b. You shall not submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, proprietary or other third party right without the express permission of the owner of the respective right. You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from User Content that you submit.

c. You represent, warrant, and covenant that you will not submit any User Content that:

i. Violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, proprietary or other third party right of any person or entity;

ii. Impersonates another or is unlawful, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable;

iii. Encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;

iv. Is an advertisement for goods or services or a solicitation of funds;

v. Includes personal information such as messages which identify phone numbers, social security numbers, account numbers, addresses, or employer references;

vi. Contains a formula, instruction, or advice that could cause harm or injury;

vii. Is a chain letter of any kind; or

viii. The licensed use by us hereunder would result in us having any obligation or liability to any party.

Any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying the Website will not be permitted.

d. By submitting User Content to us, simultaneously with such posting you automatically grant, or warrant that the owner has expressly granted, to us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully licensable, and transferable right and license to use, record, sell, lease, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, publish and otherwise exploit the User Content (in whole or in part) as we, in our sole discretion, deem appropriate including, without limitation, (i) in connection with our business; and (ii) in connection with the businesses of our successors, parents, subsidiaries, and their related companies. We may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright

that may exist in such User Content. Furthermore, you also grant other users permission to access your User Content and to use, record, sell, lease, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, publish and otherwise exploit your User Content for personal, non-commercial use as permitted by the functionality of the Website and these Terms of Use. The granted rights include the right to configure, host, index, cache, digitize, compress, optimize, modify, edit, adapt, and remove such content and combine the same with other materials. Furthermore, we are free to use any ideas, concepts, know-how or techniques contained in any User Content you submit without any remuneration or obligation to you.

e. By submitting User Content, you also grant us the right, but not the obligation to use your biographical information including, without limitation, your name and geographical location in connection with broadcast, print, online, or other use or publication of your User Content.

f. We reserve the right to display advertisements in connection with your User Content and to use your User Content for advertising and promotional purposes. You acknowledge and agree that your User Content may be included on the Websites and advertising networks of our distribution partners and third-party service providers (including their downstream users).

g. We have the right, but not the obligation, to monitor User Content. Please exercise caution and common sense when viewing User Content. We have no obligation to post, maintain or otherwise make use of User Content and do not guarantee distribution of User Content. We may discontinue operation of the Website, or your use of the Website, in either case in whole or in part, in our sole discretion. You have no right to maintain or access your User Content on the Website and we have no obligation to return your User Content or otherwise make it available to you.

h. The rights granted by you hereunder may not be terminated, revoked or rescinded and are not subject to reversion. If you become aware that User Content you have submitted includes any material for which you lack the unrestricted right to grant us the rights set forth above without obligations or liability to any party, you agree to promptly provide us with detailed written notice thereof to

FIT-BYRD LLC

<https://fit-byrd.com/>

4563 Kenneth Ave #B Santa Maria, CA 93455

Fit-Byrd@outlook.com

6. Website Contact and Third Party Content and Third Party Links.

a. We provide the Website including, without limitation Website Content for educational and promotional purposes only. You may not rely on any information and opinions expressed on any of our Website for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of Website Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Website Content.

b. In some instances, Website Content will include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on the Website by anyone other than authorized employees or spokespersons while acting in their official capacities.

c. The Website may contain links to other Websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party Websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party Websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their Website.

7. Indemnification. You agree to indemnify and hold harmless. FIT-BYRD LLC and its employees, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the Website; (ii) User Content provided by you or through use of your Membership; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

8. Disclaimers. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. FIT-BYRD LLC DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE WEBSITE OR WEBSITE CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR WEBSITE OR ACCESSED THROUGH THE WEBSITE; (5) WARRANTIES

CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE; (6) WARRANTIES THAT YOUR USE OF THE

WEBSITE WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.

9. Limitation on Liability. UNDER NO CIRCUMSTANCES SHALL FIT-BYRD LLC AND ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITE OR THESE TERMS OF USE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT IS TO STOP USING THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE WEBSITE.

a. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF FIT-BYRD LLC AND ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY FIT-BYRD LLC DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100.

b. In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

10. Termination.

a. We reserve the right in our sole discretion and at any time to terminate or suspend your Membership and/or block your access to the Website for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that FIT-BYRD LLC shall not be liable to you or any third party for any termination or suspension of your Membership or for blocking your access to the Website.

b. If you become a registered user, you may terminate your Membership at any time by sending an e-mail to Fit-byrd@outlook.com

c. Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your Membership or these Terms of Use shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, and provisions related to choice of law,

11. **Applicable Law.** The parties agree that it is their intention and covenant that this agreement and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of

CALIFORNIA and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of said State shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

12. **Venue for Legal Actions.** By using this website, you agree that any legal action or proceeding arising from or related to your use of this website or these Terms of Use must be brought exclusively in the state or federal courts located in SANTA BARBARA COUNTY, CALIFORNIA, which is where FIT-BYRD LLC resides and has its principal place of business. You hereby irrevocably consent to the personal jurisdiction of such courts and irrevocably waive any objection you may now or hereafter have to the laying of venue of any such action or proceeding in such courts, including but not limited to any claim that such action or proceeding has been brought in an inconvenient forum. This venue provision is without prejudice to FIT-BYRD LLC'S right to bring proceedings in any other appropriate jurisdiction to obtain injunctive or equitable relief. This venue provision shall not be construed as FIT-BYRD LLC consenting to the jurisdiction of any other court that would not otherwise have personal jurisdiction over it.

13. **Amendment; Additional Terms.**

a. We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Website or to modify these Terms of Use. In addition, we reserve the right to provide you with operating rules or Additional Terms that may govern your use of the Website generally, unique parts of the Website, or both. Any Additional Terms that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

b. Modifications to these Terms of Use or Additional Terms will be effective immediately upon notice, either by posting on the Website or by notification by email or conventional mail. It is

your responsibility to review the Terms of Use and the Website from time to time for any changes or Additional Terms. Your access and use of any the Website following any modification of these Terms of Use or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any Additional Terms, you may terminate your Membership as provided in Section 10 herein or, if you do not have a Membership, your only recourse is to immediately discontinue use of the Website.

14. Privacy Statement. When accessing our Website, FIT-BYRD LLC will learn certain information about you during your visit. How we will handle information we learn about you depends upon what you do when visiting our site. If you visit our site to read or download information on our pages, we collect and store only the following information about you:

- i. The name of the domain from which you access the Internet;
- ii. The date and time you access our site; and
- iii. The Internet address of the Web site you used to link directly to our site.

b. If you identify yourself by sending us an e-mail containing personal information, then the information collected will be solely used to respond to your message. The information collected is for statistical purposes. FIT-BYRD LLC uses software

programs to create summary statistics, which are used for such purposes as assessing the number of visitors to the different sections of our site, what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas.

c. For site security purposes and to ensure that this service remains available to all users, uses software FIT-BYRD LLC programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. FIT-BYRD LLC will not obtain personally identifying information about you when you visit our site, unless you choose to provide such information to us, nor will such information be sold or otherwise transferred to unaffiliated third parties without the approval of the user at the time of collection.

d. Third Party Ad Server Networks. The Website may use third parties such as network advertisers to serve advertisements on the Website and may use traffic measurement services to analyze traffic on the Website. Network advertisers are third parties that display advertisements based on your visits to the Website and other Websites you have visited. Third-party ad serving enables us to target advertisements to you for products and services in which you might be interested. The Website's third party ad network providers, the advertisers, the sponsors and/or traffic measurement services may themselves set and access their own cookies on your computer

if you choose to have cookies enabled in your browser and track certain behavioral information regarding users of your computer via a Device Identifier. These third party cookies are set to, among other things: (i) help deliver advertisements to you that you might be interested in; (ii) prevent you from seeing the same advertisements too many times; and (iii) understand the usefulness to you of the advertisements that have been delivered to you. Note that any images (or any other parts of a web page) served by third parties in association with third party cookies may serve as web beacons, which enable third parties to carry out the previously described activities. Third party cookies and web beacons are governed by each third party's specific privacy policy, not this one.

e. Public Forums. We may offer chat rooms, message boards, bulletin boards, or similar public forums where you and other users of our Website can communicate. The protections described in this Privacy Policy do not apply when you provide information (including personal information) in connection with your use of these public forums. We may use personally identifiable and non-personal information about you to identify you with a posting in a public forum. Any information you share in a public forum is public information and may be seen or collected by anyone, including third parties that do not adhere to our Privacy Policy. We are not responsible for events arising from the distribution of any information you choose to publicly post or share through our Website.

f. Keeping Your Information Secure. We have implemented security measures we consider reasonable and appropriate to protect against the loss, misuse and alteration of the information under our control. Please be advised, however, that while we strive to protect your personally identifiable information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and are not responsible for the theft, destruction, or inadvertent disclosure of your personally identifiable information. In the unfortunate event that

your personally identifiable information (as the term or similar terms are defined by any applicable law requiring notice upon a security breach) is compromised, we may notify you by e-mail (at our sole and absolute discretion) to the last e-mail address you have provided us in the most expedient time reasonable under the circumstances; provided, however, delays in notification may occur while we take necessary measures to determine the scope of the breach and restore reasonable integrity to the system as well as for the legitimate needs of law enforcement if notification would impede a criminal investigation. From time to time we evaluate new technology for protecting information, and when appropriate, we upgrade our information security systems.

g. Other Sites; Links. Our Website may link to or contain links to other third party Websites that we do not control or maintain, such as in connection with purchasing products referenced on our Website and banner advertisements. We are not responsible for the privacy practices employed

by any third party Website. We encourage you to note when you leave our Website and to read the privacy statements of all third party Websites before submitting any personally identifiable information.

h. Sole Statement. This Privacy Policy as posted on this Website is the sole statement of our privacy policy with respect to this Website, and no summary, modification, restatement or other version thereof, or other privacy statement or policy, in any form, is valid unless we post a new or revised policy to the Website.

COPPA PRIVACY POLICY

We strive to educate parents and kids about how to appropriately safeguard their privacy when using our Services. We are committed to complying with the Children's Online Privacy Protection Act of 1998 ("COPPA"), which requires us to inform parents and legal guardians about our information collection and use practices. COPPA also requires that we obtain parental consent before we allow children under the age of 13 to access and/or use our Services. We urge kids to check with their parents before entering information through our Site and/or Services, and we recommend that parents discuss with their kids restrictions regarding the online release of Personal Information (as defined below) to anyone they don't know.

By visiting our Site and/or using our Services, or by permitting your child to use our Services, you are agreeing to the terms of this Privacy Policy and the accompanying Terms of Use. Capitalized terms not defined in this Privacy Policy shall have the meaning set forth in our Terms of Use.

1. Information We Collect.

Personal Information

We do not collect any personal information from you unless you voluntarily provide it to us.

When you sign up to become a user of the Site (a "User"), you will be asked to provide us with certain personal information, such as your first name, last name, and email address. In this Privacy Policy, we refer to this information as "Personal Information." Other than the online contact information required to obtain parental consent, we do not collect any Personal Information from Users under the age of 13 unless the User's parent or legal guardian has first provided us with consent for that User to use the Services and disclose Personal Information to us. If you are a User

under the age of 13, please do not send any Personal Information to us if we have not obtained prior consent from your parent or guardian. If we learn we have collected Personal Information from a User under the age of 13 without parental consent, or if we learn a User under the age of

13 has provided us Personal Information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a User under the age of 13 may have provided us Personal Information in violation of this Privacy Policy, please contact us at Fit-byrd@outlook.com.

Usage Information

Like most websites, we use automatic data collection technology when you visit the Site to record information that identifies your computer, to track your use of our Site, and to collect certain basic information about you and your surfing habits. This information includes information about your operating system, your IP addresses, browser type and language, referring and exit pages and URLs, keywords, date and time, amount of time spent on particular pages, what sections of a website you visit, and similar information concerning your use of the Site and the Services (the “Usage Information”).

We collect this Usage Information by using cookies and pixel tags (also called web beacons or clear gifs). Cookies are small packets of data that a website stores on your computer’s hard drive so that your computer will “remember” information about your visit. Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of website users. You can reject cookies by following the directions provided in your Internet provider’s “help” file. If you reject cookies, you may still visit the Site, but may not be able to use some areas of the Site and/or the Services.

We do not collect Personal Information in this way, but if you’ve provided us with Personal Information, we may associate that information with the information that is collected automatically. Automatic data collection may be performed on our behalf by our services providers.

2. How We Use Your Information. We may use your Personal Information and Usage Information in a manner that is consistent with this Privacy Policy and the context of our relationship with you. We will use your Personal Information and Usage Information collected through the Site for the following purposes: To identify you when you sign in to your account;

- (a) To respond to your requests and to provide you with the Services;
- (b) To respond to your inquiries and contact you about changes to the Site and/or the Services;
- (c) To send you notices (for example, in the form of e-mails, mailings, and the like) regarding products or services you are receiving, and for billing and collection purposes;
- (d) To send you information we think you may find useful or that you have requested from us;

(e) To enhance and improve the Site or the Service, such as through personalized features and content;

(f) To analyze the use of the Site and the Service and the people visiting to improve our content and Site and the Service;

suspected fraud, situations involving potential threats to the physical safety of any person, violations of our policies, or as otherwise required by law;

(h) For any other purposes disclosed at the time the information is collected or to which you consent; and

(i) As otherwise specifically described in this Privacy Policy.

3. Disclosure of Personal Information to Third Parties. We do not disclose your Personal Information to third parties for their direct marketing purposes. We, like many businesses, sometimes hire other companies to perform certain business-related functions. Examples include mailing information, maintaining databases, hosting services, and processing payments. When we employ another company to perform a function of this nature, we provide them with the information that they need to perform their specific function, which may include Personal Information. If we or all or substantially all of our assets are acquired, we expect that the information that we have collected, including Personal Information, would be transferred along with our other business assets. We may disclose your Personal Information and Usage Information to government authorities and to other third parties when compelled to do so by government authorities, at our discretion, or otherwise as required by law, including but not limited to in response to court orders and subpoenas. We may also disclose your Personal Information and Usage Information when we have reason to believe that someone is or may be causing injury to or interference with our rights or property, other users of this Site, or anyone else that could be harmed by such activities.

4. How We Protect Your Information. We take commercially reasonable steps to protect the Personal Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the information you supply will not be intercepted while being transmitted to and from us over the Internet. In particular, e-mail sent to or from us may not be secure, and you should therefore take special care in deciding what information you send to us via e-mail.

5. Accessing and Modifying Account Information. You may update the information that is stored in your user account by e-mailing us at Fit-byrd@outlook.com. We strive to help parents ensure that their kids have a safe experience using our Services. Parents or legal guardians can review any Personal Information collected about their child under 13 years of age, have this information

deleted, request that there be no further collection or use of their child's Personal Information, and/or allow for our collection and use of their child's Personal Information while withholding consent for us to disclose it to third parties. We take steps to verify the identity of anyone requesting information about a child and to ensure that the person is in fact the child's parent or legal guardian.

6. Your Choices. If you wish to stop receiving promotional e-mails, you may do so by e-mailing Fit-byrd@outlook.com. You may also choose to unsubscribe from our emails by following the instructions in the bottom of the email.

7. Links. The Site may contain content, services, advertising and other materials that link to websites operated by third parties. We have no control over those other sites, and this Privacy Policy does not apply to them. Please refer to the privacy policies of those sites for more information on how the operators of those sites collect and use your Personal Information.

8. Important Notice to Users Outside the U.S. The Site and the Services are operated in the United States. If you are located outside of the United States, please be aware that any information you provide to us will be transferred to the United States. By providing us with any information through the Site or the Services, you consent to this transfer.

9. Changes to This Privacy Policy. This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. We may change this Privacy Policy from time to time and will post any changes on the Site as soon as they go into effect. By accessing the Site or using the Services after we make any such changes to this Privacy Policy, you are deemed to have accepted such changes. Please refer back to this Privacy Policy on a regular basis.

CCPA AND CPRA PRIVACY POLICY

This policy explains the rights of California residents regarding the collection, use, sale, and sharing of their personal information under the California Consumer Privacy Act of 2018 (CCPA), as amended by the California Privacy Rights Act of 2020 (CPRA). We may update and make changes to this policy, so we encourage you to review it periodically.

1. Key Terms. It would be helpful to start by explaining some key terms used in this policy:

We, us, our FIT-BYRD LLC

Personal information Any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked with a particular consumer or household.

Sensitive personal information Personal information revealing a consumer's social security number, driver's license and passport numbers, account numbers and credentials, precise geolocation, racial or ethnic origin, religious beliefs, or union membership, personal information

concerning a consumer's health, sex life, or sexual orientation, contents of a consumer's mail, email and text messages where the business is not the intended recipient, genetic data, and biometric information.

Biometric Information An individual's physiological, biological, or behavioral characteristics, including information pertaining to an individual's deoxyribonucleic acid (DNA), that is used or is intended to be used singly or in combination with each other or with other identifying data, to establish individual identity. Biometric information includes, but is not limited to, imagery of the iris, retina, fingerprint, face, hand, palm, vein patterns, and voice recordings, from which an identifier template, such as a faceprint, a minutiae template, or a

voiceprint, can be extracted, and keystroke patterns or rhythms, gait patterns or rhythms, and sleep, health, or exercise data that contain identifying information.

2. Personal Information We Collect About You. In the preceding 12 months, we have collected the following categories and specific types of consumer personal information:

Categories of Personal Information Specific Types of Personal Information Collected

Identifiers a real name, alias, unique personal identifier, online identifier, Internet Protocol address, email address, account name, or other similar identifiers

Characteristics of protected classifications

under California or federal law a real name, alias, unique personal identifier, online identifier, Internet Protocol address, email address, account name, or other similar identifiers

Commercial information records of personal property, products or services purchased, obtained, or considered

Internet or other electronic network activity

information browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement

Geolocation data browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement

Sensitive Personal Information browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement

3. How Your Personal Information is Collected. We collect most of this personal information directly from you by email. However, we may also collect information from the following categories of sources:

- (a) Publicly accessible sources (e.g., property records);
- (b) Third party (e.g., sanctions screening providers, credit reporting agencies, customer due diligence providers, advertising networks, internet service providers, social networks, data analytics providers, government entities, and data brokers;
- (c) Third party with your consent (e.g., your bank);
- (d) Cookies on our website;
- (e) Automated information collection;
- (f) Our IT systems, including:
 - (i) Door entry systems and reception logs; and
 - (ii) Automated monitoring of our websites and other technical systems, such as our computer networks and connections, CCTV and access control systems, communications systems, email and instant messaging systems.

4. Why We Use Your Personal Information. We collect consumer personal information for the following business purposes:

- (a) Auditing related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards;
- (b) Helping to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for these purposes;
- (c) Debugging to identify and repair errors that impair existing intended functionality;
- (d) Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a consumer's current interaction with the business, provided the consumer's personal information is not disclosed to another third party and is not used to build a profile about the consumer or otherwise alter the consumer's experience outside the current interaction with the business;
- (e) Performing services on behalf of the business, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer

information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the business or service provider;

(f) Providing advertising and marketing services, except for cross-context behavioral advertising, to the consumer;

(g) Undertaking internal research for technological development and demonstration;

(h) Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the business, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the business;

(i) To comply with our legal and regulatory obligations;

(j) For the performance of our contract with you or to take steps at your request before entering into a contract;

(k) For our legitimate interests or those of a third party; or

(l) Where you have given consent.

A legitimate interest is when we have a business or commercial reason to use your information, so long as this is not overridden by your own rights and interests.

The table below explains what we use (process) your personal information for and our reasons for doing so:

What we use your personal information for Our reasons

To provide products AND/OR services to

you For the performance of our contract with you or to take steps at your request before entering into a contract

To prevent and detect fraud against you or

FIT-BYRD LLC For our legitimate interests or those of a third party, i.e., to minimize fraud that could be damaging for us and for you

Conducting checks to identify our customers and verify their identity Screening for financial and other sanctions or embargoes Other processing necessary to comply with professional, legal and regulatory obligations that apply to our business, e.g., under health and safety regulation or rules issued by our professional regulator To comply with our legal and regulatory obligations

Gathering and providing information

required by or relating to audits, enquiries or

investigations by regulatory bodies To comply with our legal and regulatory obligations

Ensuring business policies are adhered to,

e.g., policies covering security and internet

use For our legitimate interests or those of a third party, i.e., to make sure we are following our own internal procedures so we can deliver the best service to you

Operational reasons, such as improving

efficiency, training and quality control For our legitimate interests or those of a third party, i.e., to be as efficient as we can so we can deliver the best service for you at the best price

Ensuring the confidentiality of commercially

sensitive information For our legitimate interests or those of a third party, i.e., to protect trade secrets and other commercially valuable information To comply with our legal and regulatory obligations

Statistical analysis to help us manage our

business, e.g., in relation to our financial

performance, customer base, product range

or other efficiency measures For our legitimate interests or those of a third party, i.e., to be as efficient as we can so we can deliver the best service for you at the best price

Preventing unauthorized access and

modifications to systems For our legitimate interests or those of a third party, i.e., to prevent and detect criminal activity that could be damaging for us and for you To comply with our legal and regulatory obligations

Updating and enhancing customer records For the performance of our contract with you or to take steps at your request before entering into a contract To comply with our legal and regulatory obligations For our legitimate interests or those of a third party, e.g., making sure that we can keep in touch with our customers about existing orders and new products

Statutory returns To comply with our legal and regulatory obligations

Ensuring safe working practices, staff administration and assessments To comply with our legal and regulatory obligations For our legitimate interests or those of a third party, e.g., to make sure we are following our own internal procedures and working efficiently so we can deliver the best service to you

Marketing our services and those of selected

third parties to:

—existing and former customers;

—third parties who have previously

expressed an interest in our services;

—third parties with whom we have had no

previous dealings. For our legitimate interests or those of a third party, i.e., to promote our business to existing and former customers

Credit reference checks via external credit

reference agencies For our legitimate interests or those of a third party, i.e., to ensure our customers are likely to be able to pay for our products and services

External audits and quality checks, e.g., for

accreditations and the audit of our accounts For our legitimate interests or a those of a third party, i.e., to maintain our accreditations so we can demonstrate we operate at the highest standards To comply with our legal and regulatory obligations

5. Who We Share Your Personal Information With. In the preceding 12 months, we have not sold or shared consumers' personal information with:

(a) Our affiliates, including companies within the FIT-BYRD LLC group;

(b) Service providers we use to help deliver our products and/or services to you, such as payment service providers, warehouses and delivery companies;

(c) Other third parties we use to help us run our business, such as marketing agencies or website hosts;

(d) Third parties approved by you, including social media sites you choose to link your account to or third-party payment providers;

(e) Credit reporting agencies;

(f) Our insurers and brokers;

(g) Our bank[s];

(h) External auditors;

We only allow our service providers to handle your personal information if we are satisfied, they take appropriate measures to protect your personal information. We also impose contractual obligations on service providers, contractors, and third parties to ensure they can only use your personal information to provide services to us and to you.

We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations.

We may also need to share some personal information with other parties, such as potential buyers of some or all of our business or during a re-structuring. We will typically anonymize information, but this may not always be possible. The recipient of the information will be bound by confidentiality obligations.

We will not share your personal information with any other third party.

6. Categories of Personal Information We Sold or Shared. In the preceding 12 months, we have not sold or shared the following categories of personal information:

(a) Identifiers (e.g., a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, or other similar identifiers);

(b) Information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information;

(c) Characteristics of protected classifications under California or federal law;

(d) Commercial information (e.g., records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies);

- (e) Biometric information;
- (f) Internet or other electronic network activity information (e.g., browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement);
- (g) Geolocation data;
- (h) Audio, electronic, visual, thermal, olfactory, or similar information;
- (i) Professional or employment-related information;
- (j) Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (FERPA);
- (k) Inferences drawn from any of the information identified above to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes; and
- (l) Sensitive personal information

7. Categories of Personal Information We Disclosed for a Business Purpose. In the preceding 12 months, we have not disclosed the following categories of personal information for a business purpose:

- (a) Identifiers (e.g., a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, or other similar identifiers);
- (b) Information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information;
- (c) Characteristics of protected classifications under California or federal law;
- (d) Commercial information (e.g., records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies);

- (e) Internet or other electronic network activity information (e.g., browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement);
- (f) Geolocation data;
- (g) Audio, electronic, visual, thermal, olfactory, or similar information;
- (h) Professional or employment-related information;
- (i) Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (FERPA);
- (j) Inferences drawn from any of the information identified above to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes; and
- (k) Sensitive personal information

8. How Long Your Personal Information Will Be Kept. We will keep your personal information while you have an account with us or while we are providing products AND/OR services to you. Thereafter, we will keep your personal information for as long as is necessary:

- (a) To respond to any questions, complaints or claims made by you or on your behalf;
- (b) To show that we treated you fairly; or
- (c) To keep records required by law.

We will not retain your personal information for longer than necessary for the purposes set out in this policy. Different retention periods apply for different types of personal information.

9. Your Rights Under the CCPA/CPRA. You have the right under the California Consumer Privacy Act of 2018 (CCPA), as amended by the California Privacy Rights Act of 2020 (CPRA), and certain other privacy and data protection laws, as applicable, to exercise free of charge:

Disclosure of Personal Information We Collect About You You have the right to know, and request disclosure of:

- The categories of personal information we have collected about you, including sensitive personal information;
- The categories of sources from which the personal information is collected;

- Our business or commercial purpose for collecting, selling, or sharing personal information;
- The categories of third parties to whom we disclose personal information, if any; and
- The specific pieces of personal information we have collected about you. Please note that we are not

required to: • Retain any personal information about you that was collected for a single one-time transaction if, in the ordinary course of business, that information about you is not retained; • Reidentify or otherwise link any data that, in the ordinary course of business, is not maintained in a manner that would be considered personal information; or • Provide the personal information to you more than twice in a 12-month period.

Disclosure of Personal Information Sold,

Shared, or Disclosed for a Business Purpose In connection with any personal information we may sell, share, or disclose to a third party for a business purpose, you have the right to know: • The categories of personal information about you that we sold or shared and the categories of third parties to whom the personal information was sold or shared; and • The categories of personal information that we disclosed about you for a business purpose and the categories of persons to whom the personal information was disclosed for a business purpose. You have the right to opt-out of the sale of your personal information or sharing of your personal information for the purpose of targeted behavioral advertising. If you exercise your right to opt-out of the sale or sharing of your personal information, we will refrain from selling or sharing your personal information, unless you subsequently provide express authorization for the sale or sharing of your personal information.

To opt-out of the sale or sharing of your personal information, contact us as set forth at the end of this Policy.

Right to Limit Use of Sensitive Personal

Information You have the right to limit the use and disclosure of your sensitive personal information to the use which is necessary to: Perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services; To perform the following services: (1) Helping to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for these purposes; (2) Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a consumer's current interaction with the business, provided that the consumer's personal information is not disclosed to another third party and is not used to build a profile about the consumer or otherwise alter the consumer's experience outside the current interaction with the business; (3) Performing services on behalf of the business, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the business; and (4) Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the business, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by

the business; and As authorized by further regulations You have a right to know if your sensitive personal information may be used, or disclosed to a service provider or contractor, for additional, specified purposes.

To limit the use of your sensitive personal information, contact us as set forth at the end of this Policy.

Right to Deletion Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

- Delete your personal information from our records; and
- Direct any service providers or contractors to delete your personal information from their records.
- Direct third parties to whom the business has sold or shared your personal information to delete your personal information unless this proves impossible or involves disproportionate effort. Please note that we may not delete your personal information if it is reasonably necessary to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
- Help to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for those purposes;
- Debug to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act;
- 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 our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us
- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

Right of Correction If we maintain inaccurate personal information about you, you have the right to request us to correct that inaccurate personal information. Upon receipt of a verifiable request from you, we will use commercially reasonable efforts to correct the inaccurate personal information.

Protection Against Retaliation You have the right to not be retaliated against by us because you exercised any of your rights under the CCPA/CPRA. This means we cannot, among other things:

- Deny goods or services to you;
- Charge different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties;
- Provide a different level or quality of goods or services to you; or
- Suggest that you will receive a

different price or rate for goods or services or a different level or quality of goods or services. Please note that we may charge a different price or rate or provide a different level or quality of [goods and/or services] to you, if that difference is reasonably related to the value provided to our business by your personal information. We may also offer loyalty, rewards, premium features, discounts, or club card programs consistent with these rights or payments as compensation, for the collection of personal information, the sale of personal information, or the retention of personal information.

How to Exercise Your Rights. If you would like to exercise any of your rights as described in this Privacy Policy, you can do so here:

FIT-BYRD LLC

<https://fit-byrd.com/>

4563 Kenneth Ave #B Santa Maria, CA 93455 Fit-byrd@outlook.com

Please note that you may only make a CCPA/CPRA-related data access or data portability disclosure request twice within a 12-month period.

If you choose to contact us directly by, you will need to provide us with:

- Enough information to identify you [(e.g., your full name, address and customer or matter reference number)];
- Proof of your identity and address (e.g., a copy of your driving license or passport and a recent utility or credit card bill); and
- A description of what right you want to exercise and the information to which your request relates.

We are not obligated to make a data access or data portability disclosure if we cannot verify that the person making the request is the person about whom we collected information, or is someone authorized to act on such person's behalf.

Any personal information we collect from you to verify your identity in connection with your request will be used solely for the purposes of verification.

For more information, or to contact us about any section of this Policy, you may contact us as through the following: Fit-byrd@outlook.com

COLORADO (CPA)

This section provides additional information for Colorado residents under the Colorado Privacy Act (CPA). The terms used in this section have the same meaning as in the CPA. This section does not apply to information that is not considered "personal data," such as deidentified or publicly available information as defined in the CPA.

Data "Selling" and Targeted Advertising

We "sell" certain personal data to third parties, as that term is defined in the CPA, including Personal Identifiers and Internet Activity.

We process personal data for purposes of targeted advertising (as defined in the CPA), including: Personal Identifiers, Internet Activity, Commercial Information, and Financial Information. This allows us to show you ads that are more relevant to you.

You may opt-out of these data practices here: Fit-byrd@outlook.com

Profiling

The CPA gives consumers the right to opt out of automated profiling that produces legal or similarly significant effects, such as approval for a loan, employment, or insurance.

We do not profile consumers in furtherance of decisions that produce legal or similarly significant effects.

CPA Rights

Your CPA rights are described below

Right to Access

You have the right to confirm whether we are processing personal data about you and to access such data. You have a right to receive a copy of your personal data in a portable and readily usable format that allows you to transmit your data to another controller.

If you make an Access Request more than twice in a 12-month period, or we determine the request is manifestly unfounded or excessive, we may require you to pay a small fee for this service.

Right to Delete

You have the right to request that we delete any personal data we have obtained about you. We will permanently delete any such personal data from our records and direct our processors to do the same. However, we may retain your personal data if it is necessary for certain purposes, as allowed by law.

Any personal data retained for these purposes will not be processed for other purposes.

Right to Non-Discrimination

If you exercise your CPA privacy rights, we will not discriminate against you by, for example, charging a different price or offering a different level or quality of products or services.

We will not retaliate against you, as an employee, applicant for employment, or independent contractor, for exercising your privacy rights.

Right to Opt-Out

You have the right to opt-out of any selling of your personal data, processing of your personal data for purposes of targeted advertising, or profiling in furtherance of decisions that produce legal or similarly significant effects for you.

You may opt-out of these data practices here: Fit-byrd@outlook.com

Authorized Agents. You may authorize an agent to submit a Request to Opt-Out on your behalf, including through a technology such as a web link, browser setting, or global device setting. We will comply with such requests if we are able to authenticate your identity and the agent's authority to act on your behalf.

Right to Correct

You have the right to correct inaccuracies in your personal data, taking into account the nature of the data and our purposes for processing it.

Authenticating Your Request

Once we receive your request, we will verify the information you provided by matching the information that we have collected. If we cannot authenticate your request, we may ask for additional information from you. If you are unable to provide additional information, or we are unable to authenticate the request using commercially reasonable efforts, we may deny your request.

Right to Appeal

If we decline to take action in response to any of your privacy requests, you have the right to appeal that decision within a reasonable amount of time, but no later than 90 days from the date of our decision. To submit a request for appeal, email us: Fit-byrd@outlook.com

If you believe your rights have been violated and you are not able to resolve the issue directly with us, you may file a complaint with the Colorado Attorney General's Office.

CONNECTICUT (CTDPA)

This section provides additional information for Connecticut residents under the Connecticut Data Privacy Act (CTDPA). The terms used in this section have the same meaning as in the CTDPA. This section does not apply to information that is not considered "personal data," such as deidentified or publicly available information as defined in the CTDPA.

If you have any questions or wish to contact us regarding this privacy notice, please send an email to Fit-byrd@outlook.com

Data "Selling" and Targeted Advertising

We "sell" certain personal data to third parties, as that term is defined in the CTDPA, including Personal Identifiers and Internet Activity.

We process personal data for purposes of targeted advertising (as defined in the CTDPA), including: Personal Identifiers, Internet Activity, Commercial Information, and Financial Information. This allows us to show you ads that are more relevant to you.

Exercise your right to opt-out here: Fit-byrd@outlook.com

Profiling

The CTDPA gives consumers the right to opt out of automated profiling that produces legal or similarly significant effects, such as approval for a loan, employment, or insurance.

We do not profile consumers in furtherance of decisions that produce legal or similarly significant effects.

CTDPA Rights

Your CTDPA rights are described below.

Right to Access

You have the right to confirm whether we are processing personal data about you and to access such data. Where processing is carried out by automated means, you have a right to receive a copy of your personal data in a portable and readily usable format that allows you to transmit your data to another controller.

If you make an Access Request more than twice in a 12-month period, we may require you to pay a small fee for this service.

Right to Delete

You have the right to request that we delete any personal data provided by or obtained about you. We will permanently delete any such personal data from our records and direct our processors to do the same. However, we may retain your personal data if it is necessary for certain purposes, as allowed by law.

Any personal data retained for these purposes will not be processed for other purposes.

Right to Non-Discrimination

If you exercise your CTDPA privacy rights, we will not discriminate against you by, for example, charging a different price or offering a different level or quality of products or services.

We will not retaliate against you, as an employee, applicant for employment, or independent contractor, for exercising your privacy rights.

Right to Opt-Out

You have the right to opt-out of any selling of your personal data, processing of your personal data for purposes of targeted advertising, or profiling in furtherance of decisions that produce legal or similarly significant effects for you.

Exercise your right to opt-out here: Fit-byrd@outlook.com

Authorized Agents. You may authorize an agent to submit a Request to Opt-Out on your behalf, including through a technology such as a web link, browser setting, or global device setting. We will comply with such requests if we are able to authenticate your identity and the agent's authority to act on your behalf.

Right to Correct

You have the right to correct inaccuracies in your personal data, taking into account the nature of the data and our purposes for processing it.

Authenticating Your Request

Once we receive your request, we will verify the information you provided by matching the information that we have collected. If we cannot authenticate your request, we may ask for additional information from you. If you are unable to provide additional information, or we are unable to authenticate the request using commercially reasonable efforts, we may deny your request. Authentication is not required for a Request to Opt-Out, but we may deny the request if we have a good faith, reasonable, and documented belief that the request is fraudulent.

Right to Appeal

If we decline to take action in response to any of your privacy requests, you have the right to appeal that decision within a reasonable amount of time, but no later than 90 days from the date of our decision. To submit a request for appeal, email us: Fit-byrd@outlook.com

If you believe your rights have been violated and you are not able to resolve the issue directly with us, you may file a complaint with the Connecticut Attorney General's Office.

FLORIDA (FDBR)

This section provides additional information for Florida residents under the Florida Digital Bill of Rights (FDBR). The terms used in this section have the same meaning as in the FDBR.

Under the FDBR, a business may not sell your sensitive personal data without first providing notice and getting your consent.

NOTICE: This website may sell your sensitive personal data.

OREGON (OCPA)

This section provides additional information for Oregon residents under the Oregon Consumer Privacy Act (OCPA). The terms used in this section have the same meaning as in the OCPA. This section does not apply to information that is not considered "personal data," such as deidentified or publicly available information as defined in the OCPA.

Data "Selling" and Targeted Advertising

We "sell" certain personal data to third parties, as that term is defined in the OCPA, including Personal Identifiers and Internet Activity.

We process personal data for purposes of targeted advertising (as defined in the OCPA), including: Personal Identifiers, Internet Activity, Commercial Information, and Financial Information. This allows us to show you ads that are more relevant to you.

Exercise your right to opt-out here: Fit-byrd@outlook.com

Profiling

The OCPA gives consumers the right to opt out of automated profiling that produces legal or similarly significant effects, such as approval for a loan, employment, or insurance.

We do not profile consumers in furtherance of decisions that produce legal or similarly significant effects.

OCPA Rights

Your OCPA rights are described below

Right to Access

You have the right to confirm whether we are processing personal data about you and to access such data. Where processing is carried out by automated means, you have a right to receive a copy of your personal data in a portable and readily usable format that allows you to transmit your data to another controller.

If you make an Access Request more than once in a 12-month period, or we determine the request is manifestly unfounded or excessive, we may require you to pay a small fee for this service.

Right to Obtain List of Third Parties

You have the right to obtain a list of the specific third parties to whom we have disclosed personal data. We have or may have disclosed personal data to the following third parties:

- Facebook Ads
- Google Analytics
- Partners
- PayPal - Pay with PayPal, Venmo, Pay Later
- Youtube Ads

Right to Delete

You have the right to request that we delete any personal data provided by or obtained about you. We will permanently delete any such personal data from our records and direct our processors to do the same. However, we may retain your personal data if it is necessary for certain purposes, as allowed by law.

Any personal data retained for these purposes will not be processed for other purposes.

Right to Non-Discrimination

If you exercise your OCPA privacy rights, we will not discriminate against you by, for example, charging a different price or offering a different level or quality of products or services.

We will not retaliate against you, as an employee, applicant for employment, or independent contractor, for exercising your privacy rights.

Right to Opt-Out

You have the right to opt-out of any selling of your personal data, processing of your personal data for purposes of targeted advertising, or profiling in furtherance of decisions that produce legal or similarly significant effects for you.

Exercise your right to opt-out here: Fit-byrd@outlook.com

Authorized Agents. You may authorize an agent to submit a Request to Opt-Out on your behalf, including through a technology such as a web link, browser setting, or global device setting. We will comply with such requests if we are able to authenticate your identity and the agent's authority to act on your behalf.

Right to Correct

You have the right to correct inaccuracies in your personal data, taking into account the nature of the data and our purposes for processing it.

Authenticating Your Request

Once we receive your request, we will verify the information you provided by matching the information that we have collected. If we cannot authenticate your request, we may ask for additional information from you. If you are unable to provide additional information, or we are unable to authenticate the request using commercially reasonable efforts, we may deny your request.

Right to Appeal

If we decline to take action in response to any of your privacy requests, you have the right to appeal that decision within a reasonable amount of time, but no later than 90 days from the date of our decision. To submit a request for appeal, email us: Fit-byrd@outlook.com

If you believe your rights have been violated and you are not able to resolve the issue directly with us, you may file a complaint with the Oregon Attorney General's Office.

TEXAS (TDPSA)

This section provides additional information for Texas residents under the Texas Data Privacy and Security Act (TDPSA). The terms used in this section have the same meaning as in the TDPSA. This section does not apply to information that is not considered "personal data," such as deidentified or publicly available information as defined in the TDPSA.

Data "Selling" and Targeted Advertising

We do not "sell" certain personal data to third parties, as that term is defined in the TDPSA, including Personal Identifiers and Internet Activity.

We process personal data for purposes of targeted advertising (as defined in the TDPSA), including: Personal Identifiers, Internet Activity, Commercial Information, and Financial Information. This allows us to show you ads that are more relevant to you.

You may opt-out of these data practices here: Fit-byrd@outlook.com

Profiling

The TDPSA gives consumers the right to opt out of automated profiling that produces legal or similarly significant effects, such as approval for a loan, employment, or insurance.

We do not profile consumers in furtherance of decisions that produce legal or similarly significant effects.

TDPSA Rights

Your TDPSA rights are described below.

Right to Access

You have the right to confirm whether we are processing personal data about you and to access such data. Where processing is carried out by automated means, you have a right to receive a copy of your personal data in a portable and readily usable format that allows you to transmit your data to another controller.

If you make an Access Request more than twice in a 12-month period, or we determine the request is manifestly unfounded, excessive, or repetitive, we may require you to pay a small fee for this service.

Right to Delete

You have the right to request that we delete any personal data provided by or obtained about you. Subject to certain limitations, we will permanently delete any such personal data from our records and direct our processors to do the same.

Right to Non-Discrimination

If you exercise your TDPSA privacy rights, we will not discriminate against you by, for example, charging a different price or offering a different level or quality of products or services.

Right to Opt-Out

Sale of Personal Data: We do not sell your personal data, as defined by the TDPSA.

Targeted Advertising: Exercise your right to opt-out here: Fit-byrd@outlook.com

Profiling We do not profile consumers in furtherance of decisions that produce legal or similarly significant effects.

Right to Correct

You have the right to correct inaccuracies in your personal data, taking into account the nature of the data and our purposes for processing it.

Authenticating Your Request

Once we receive your request, we will verify the information you provided by matching the information that we have collected. If we cannot authenticate your request, we may ask for additional information from you. If you are unable to provide additional information, or we are unable to authenticate the request using commercially reasonable efforts, we may deny your request.

Right to Appeal

If we decline to take action in response to any of your privacy requests, you have the right to appeal that decision within a reasonable amount of time, but no later than 90 days from the date of our decision. To submit a request for appeal, email us: Fit-byrd@outlook.com

If you believe your rights have been violated and you are not able to resolve the issue directly with us, you may file a complaint with the Texas Attorney General's Office.

UTAH (UTCPA)

This section provides additional information for Utah residents under the Utah Consumer Privacy Act (UTCPA). The terms used in this section have the same meaning as in the UTCPA. This section does not apply to information that is not considered "personal data," such as deidentified, aggregated, or publicly available information as defined in the UTCPA.

Data "Selling" and Targeted Advertising

We process personal data for purposes of targeted advertising (as defined in the UTCPA), including: Personal Identifiers, Internet Activity, Commercial Information, and Financial Information. This allows us to show you ads that are more relevant to you.

Exercise your right to opt-out here: Fit-byrd@outlook.com

We do not receive monetary consideration in exchange for your data and therefore do not "sell" your data as defined in UTCPA.

UTCPA Rights

Your UTCPA rights are described below.

Right to Access

You have the right to confirm whether we are processing personal data about you and to access such data. Where processing is carried out by automated means, you have a right to receive a copy

of your personal data in a portable and readily usable format that allows you to transmit your data to another controller.

If you make an Access Request more than once in a 12-month period, or the request is manifestly unfounded or excessive, or it is part of an organized effort to harass, disrupt, or place undue burden on our business, we may require you to pay a small fee for this service.

Right to Delete

You have the right to request that we delete any personal data you have provided to us. Subject to certain limitations, we will permanently delete any such personal data from our records and direct our processors to do the same.

Right to Non-Discrimination

If you exercise your UTCPA privacy rights, we will not discriminate against you by, for example, charging a different price or offering a different level or quality of products or services.

We will not retaliate against you, as an employee, applicant for employment, or independent contractor, for exercising your privacy rights.

Right to Opt-Out

Sale of Personal Data: We do not sell your personal data, as defined by the UTCPA.

Targeted Advertising: Exercise your right to opt-out here: Fit-byrd@outlook.com

Authenticating Your Request

Once we receive your request, we will verify the information you provided by matching the information that we have collected. If we cannot authenticate your request, we may ask for

additional information from you. If you are unable to provide additional information, or we are unable to authenticate the request using commercially reasonable efforts, we may deny your request.

If you believe your rights have been violated and you are not able to resolve the issue directly with us, you may file a complaint with the Utah Division of Consumer Protection.

VIRGINIA (VCDPA)

This section provides additional information for Virginia residents under the Virginia Consumer Data Protection Act (VCDPA). The terms used in this section have the same meaning as in the VCDPA. This section does not apply to information that is not considered "personal data," such as deidentified or publicly available information as defined in the VCDPA.

Data "Selling" and Targeted Advertising

We process personal data for purposes of targeted advertising (as defined in the VCDPA), including: Personal Identifiers, Internet Activity, Commercial Information, and Financial Information. This allows us to show you ads that are more relevant to you.

Exercise your right to opt-out here: Fit-byrd@outlook.com

We do not receive monetary consideration in exchange for your data and therefore do not "sell" your data as defined in VCDPA.

Profiling

The VCDPA gives consumers the right to opt out of automated profiling that produces legal or similarly significant effects, such as approval for a loan, employment, or insurance.

We do not profile consumers in furtherance of decisions that produce legal or similarly significant effects.

VCDPA Rights

Your VCDPA rights are described below.

Right to Access

You have the right to confirm whether we are processing personal data about you and to access such data. Where processing is carried out by automated means, you have a right to receive a copy of your personal data in a portable and readily usable format that allows you to transmit your data to another controller.

If you make an Access Request more than twice in a 12-month period, or we determine the request is manifestly unfounded or excessive, we may require you to pay a small fee for this service.

Right to Delete

You have the right to request that we delete any personal data provided by or obtained about you. Subject to certain limitations, we will permanently delete any such personal data from our records and direct our processors to do the same.

Right to Non-Discrimination

If you exercise your VCDPA privacy rights, we will not discriminate against you by, for example, charging a different price or offering a different level or quality of products or services.

We will not retaliate against you, as an employee, applicant for employment, or independent contractor, for exercising your privacy rights.

Right to Opt-Out

Sale of Personal Data: We do not sell your personal data, as defined by the VCDPA.

Targeted Advertising: Exercise your right to opt-out here: Fit-byrd@outlook.com

Profiling: We do not profile consumers in furtherance of decisions that produce legal or similarly significant effects.

Right to Correct

You have the right to correct inaccuracies in your personal data, taking into account the nature of the data and our purposes for processing it.

Authenticating Your Request

Once we receive your request, we will verify the information you provided by matching the information that we have collected. If we cannot authenticate your request, we may ask for additional information from you. If you are unable to provide additional information, or we are unable to authenticate the request using commercially reasonable efforts, we may deny your request.

Right to Appeal

If we decline to take action in response to any of your privacy requests, you have the right to appeal that decision within a reasonable amount of time, but no later than 90 days from the date of our decision. To submit a request for appeal, email us: Fit-byrd@outlook.com

If you believe your rights have been violated and you are not able to resolve the issue directly with us, you may file a complaint with the Virginia Attorney General's Office.