

**TRAILMARKER LLC**  
**Privacy Policy**

Last Updated June 17, 2024 (the “Effective Date”)

TrailMarker LLC, and its affiliates and subsidiaries (referred to as “TrailMarker,” “we,” “us,” or “our”) respects and highly values your privacy. TrailMarker offers a broad spectrum of active lifestyle content, events, experiences, destinations, and social interactions curated to users of TrailMarker’s Services (as defined below). We want you to be familiar with how we collect, use, and share your Personally Identifiable Information (defined below).

This Privacy Policy governs TrailMarker website(s) (each a “Site”) and mobile application(s) (each an “App”), and any other website(s) and/or application(s) that display or link to this Privacy Policy as well as the other services owned, operated, and/or provided by TrailMarker (collectively, the “Services”). This Privacy Policy describes the types of PII that TrailMarker collects from and about you, how TrailMarker may use and disclose such information, and your choices and legal rights with respect to such information. This Privacy Policy may change from time to time. Your continued use of the Services after any revisions to this Privacy Policy means you accept those changes, so please check this Privacy Policy periodically for updates.

We collect, use, disclose, and otherwise process your PII only in accordance with applicable data protection and privacy laws and this Privacy Policy. By using the Services, you agree to the collection, use, and disclosure of your PII as described in this Privacy Policy. If you do not agree, please do not access or use the Services. Please review this Privacy Policy carefully, especially before providing any Personally Identifiable Information through the Services. The Services are generally operated in and controlled from the United States of America unless otherwise stated. The Services may collect and use location-aware and cross-device data for advertising and other purposes.

**IF YOU DO NOT WISH TO HAVE US COLLECT, USE, AND SHARE INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY, PLEASE DO NOT USE ANY OF THE TRAILMARKER SERVICES.**

**Notice of Terms of Use, Including Arbitration: Your use of the Services is subject to our Terms of Use <https://thetrailmarker.com/terms-of-use>, which includes binding individual arbitration of any disputes which may arise in connection with such use. Please note that your use of the Services constitutes your express agreement to our Terms of Use, including its arbitration provisions and class action waiver. Please read the Terms of Use—including the arbitration provisions—carefully, and do not use any of the Services if you do not agree.**

For purposes of this Privacy Policy, “Personally Identifiable Information” or “PII” refers to any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to you as well as could reasonably be used to contact or locate you; provided, however, that the U.S. State Privacy

Notice section applies a definition of personal information under applicable state law that may be broader than PII. Examples of PII may include, without limitation, your name, your precise geo-location, your credit card number, your email address, your mailing address, and your phone number. We also collect, and may create from PII, information about you that is not PII (“Non-PII”). If we combine PII collected via the Services with other of your PII or with Non-PII, that combined data will be treated as PII subject to this Privacy Policy.

Unless specifically stated, such as in the U.S. State Privacy Notice, this Privacy Policy only covers information we collect through the Services and does not cover any information we receive or collect offline or that is collected by any unrelated websites, companies or third parties to which we may provide links. Third parties to which we may provide links may have their own privacy policies, which we encourage you to read before providing information to them. Please contact us with any questions regarding this Privacy Policy and our privacy practices as instructed in the How to Contact Us section of this Privacy Policy below.

## **U.S. STATE PRIVACY NOTICE**

Additional disclosures related to California, Colorado, Connecticut, Nevada, Utah and Virginia residents are provided in the U.S. State Privacy Notice in the Your Choices and Legal Rights section below. To the extent that there is a conflict between this Privacy Policy and the U.S. State Privacy Notice, the U.S. State Privacy Notice will control as to residents of those states.

## **NON-US RESIDENT PRIVACY NOTICE**

If you are in the UK, EU, or other country outside of the United States, please see our Non-US Resident Privacy Notice.

## **CHILDREN AND PERSONS UNDER THE AGE OF 18**

The Services are not intended for children and persons under 18 years of age, unless those persons have the explicit permission of their parents or guardians to access the Services. We do not knowingly collect personal information from anyone under 18 without parental or guardian consent. If we learn we have collected or received personal information without verification of parental consent, we will delete that information. If you believe we might have any information from or about anyone under 18, please contact us at [weston@thetrailmarker.com](mailto:weston@thetrailmarker.com).

California residents under 16 years of age may have additional rights regarding the collection and sale of their personal information. Please see the U.S. State Privacy Notice for more information.

## **1. INFORMATION WE COLLECT**

Depending on your use of the Services and how we otherwise interact with you, we may collect or obtain information from and about you in several ways, including (A) directly from you; (B) automatically when you interact with the Services; and (C) from third parties.

### **Information You Provide**

PII and Non-PII may be collected on, through, or in connection with any of the Services to personalize your experience and provide curated Trails (as defined in the Terms of Use).

TrailMarker collects information from you when you choose to share it with us. This may include when you register or create an account with our through the Services; use the Services including, without limitation, when you check in at, attend, or otherwise participate or interact with or related to, a Trail (as defined in the Terms of Use) or bookmark or save a Trail; click the “like” button for a Trail; click on the “points” button for a Trail; click on buttons related to the easter egg page; purchase products or services; request information from us; sign up for subscriptions, newsletters, or our email list; enter into Prize Programs (as defined in the Terms of Use) or other promotions administered by us (or on our behalf); fill out a survey administered by us (or on our behalf); request customer support; send or receive a Friend request; share or ping Trails with a friend; click on links to third party sites or pages; or otherwise communicate with or contact us.

The information that we collect may include, but is not limited to, your biographical information (i.e., name, physical address, email address, telephone or mobile number, date of birth, and gender), registration information (i.e., username), precise geo-location, activity preferences, Friends, photo, household size and other economic information, sizing information for apparel-related services, education level, preferences related to particular Trails, communications through the App or related to the Services, and additional information collected in connection with Trail participation (i.e., emergency contact information, team information, financial information if needed for disbursements, etc.).

You may also choose to install and use optional internet browser extensions, add-ons, or similar plug-in software and technologies (each an “Extension” and collectively, “Extensions”), or otherwise utilize third party links which may collect and use your information in a variety of ways. If you install an Extension or click on a third party link, we will track certain websites you visit to allow us to provide better Services and curated Trails to you. In addition, cookies, web beacons, embedded scripts, pixels, tags, software development kits (“SDKs”), session replay tools, and other tracking technologies (collectively, “Tracking Technologies”) may be placed on your devices when you install and use Extensions, when you click on a third party link within the App, or while using the Services. Your browsing activity on our third party websites you visit may be tracked by cookies, Extensions, or other sites or third parties having such tracking capabilities.

You may also provide information for publication or display (“Posted”) in areas of the App or websites you access through the App (collectively, “User Contributions”). Your User Contributions are Posted and transmitted to others at your own risk. Although you may set certain privacy settings for such information by logging into your account profile and

putting it in “ghost” mode, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of third parties with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

You may choose to connect your TrailMarker account to your social network account(s). If you choose to do so, you may choose to share with TrailMarker and/or other users information from your social network accounts, such as your profile photo or other personal information shared by you.

If you use the “Find Friends” feature:

- Periodically, TrailMarker will collect all of the phone numbers which are stored on your device’s phone contacts book. With regards to the “Find Friends” feature we only collect numbers in a form which is anonymous to TrailMarker; This information will be used to help us find and create a list of other TrailMarker users who you may know and with whom you may wish to connect. Note that we will not collect names, addresses or other information from your device’s phone contacts book, however some of this information may be saved locally on your device and may be used within searches for your Friend’s name or address within the Services. and/or
- Your phone number will be used to verify your account and as part of the “find Friends” feature , if applicable, to help find and create a list of other TrailMarker users who you may know and with whom you may wish to connect.]

If you don’t provide us with or allow us to collect your information, we generally will be unable to provide you with the Services and you may be unable to use the Services. You may be able to limit data collection by changing the settings on your device (but the Services and features may lose functionality as a result), or as otherwise explained in the sections below.

### **Information You Share Publicly or With Others When You Use the Services**

You may choose to upload or add photos, videos, comments, reviews, or other content when you use our interactive Sites and Apps. You may also participate in online communities, including on our Sites and Apps and on social media. Any information you may disclose in a public manner on our Sites or Apps or in blogs, on message boards, in chat rooms, or other public forums (including third-party websites, applications, or services) is publicly available. Please exercise caution when disclosing PII in these public areas.

Certain Services may also offer you the ability to message one-on-one or as a small group. TrailMarker may store this information to continue to make it available to communications participants or as reasonably necessary to achieve a legitimate business or commercial purpose, such as providing you with or billing you for the Services, maintaining and operating the Services, and as necessary to protect TrailMarker’s legal interests.

## **Information You Provide When You Make a Purchase**

If you purchase a paid subscription or other product or service from us, we or our third-party payment processors may collect a payment card number and related financial information (such as CVV, expiration date, and billing address) or information about other payment methods. TrailMarker does not collect or retain your full payment card information. TrailMarker may, however, process your billing address, the expiration date on your card, and the last several digits of your card number.

## **Information from Linked Accounts**

You may choose to provide us access to information directly from your device (which may be a computer, tablet, smartphone or other device you use to access our Sites and/or Apps). This may include your location information, and/or your physical movements. It can also include user-generated content you may provide us with, such as videos and photos, or other data you provide us such as data related to your lifestyle.

## **Information Provided by a Friend or Other Contact**

If someone sends you a communication from the Services TrailMarker may use the information provided (e.g., your name, contact information, etc.) to facilitate communication with you or fulfill the order.

## **Photographs You Provide**

As noted above, you may provide us with photos of yourself. Additionally, if TrailMarker participates as a service provider for an event organizer, we (and our partners) may capture your likeness in photographs or other recordings. We and/or the applicable third party will seek your consent if TrailMarker intends to derive your information from photos or other images solely in association with the categorization of such photos in association with Trails.

## **Information Collected From Third Parties**

We may also receive and supplement the information we directly collect from or about you with information from third parties, and to the extent it is combined with PII collected via the Services, it will be governed by this Privacy Policy. If you are on a third party website or service and you opt-in to receive information from us, the third party may forward to us your email address and other information about you so that we may contact you as requested. In addition, we may receive information from third parties to ensure that you properly receive any prizes won or earned, and for our other Data Purposes (defined below). We may also supplement and combine the PII we collect about you with outside records from third parties in order to enhance our ability to provide you with curated Trails and for our other Data Purposes, and to the extent it is combined with PII collected via the Services, it will be governed by this Privacy Policy. “Data Purposes” means use of PII and non-PII for other marketing, administrative, operational, business, and commercial purposes subject to

applicable law and not inconsistent with this Privacy Policy or other notice by us at collection.

### **Information Automatically Collected**

Whenever you visit or interact with the Services, we, as well as any third-party advertisers and/or service providers, may use Tracking Technologies to automatically or passively collect information about your online activity, your location, and your use of the Services. Specifically, we (and our partners and service providers) may automatically collect the following types of information when you interact with the Services:

- **Device Information:** When you access the Services, information about your device may be collected, including IP address and/or other unique identifiers, browser type, device type, operating system, software version, hardware model, and mobile network information.
- **Usage Information:** When you interact with the Services, certain information may be collected, including the date and time of your visit, the pages you view immediately before and after you access the Services, the areas or pages that you visit, the amount of time you spend viewing or using the Services, the number of times you return, and other click-stream or site usage data. Additionally, if you receive an email from us, information may be collected about your interactions with the message (e.g., whether you opened, forwarded, or clicked-through to our Services).
- **Location Information:** We may also use GPS or similar geo-location technology to determine the geo-coordinates of where you or your device are located related to the Services. The types of location data we collect depends in part on your device and account settings. Your consent to allow TrailMarker to collect precise location data related to certain features on the App requiring location services is necessary for you to engage and/or participate in location-dependent Trails .If you would like to stop the collection of your device’s location information, you may do so at any time by adjusting your mobile device settings.
- **Information from Linked Accounts:** You may be given the option to link to your social media, or other third-party accounts through the Services. When you do, we may automatically receive certain information about you based on your registration and privacy settings on those third-party services. This may include, but may not be limited to, your name, username, demographic information, updated address or contact information, location, activity information, interests, and social media and online activity information.
- **Stored Information and Files.** The Services may access metadata and other information associated with other files stored on your device. This may include, for example, photographs, audio and video clips, personal contacts, and address book information.

We also may use third-party analytics and tracking tools to better understand who is using the Services, how people are using them, and how to improve their effectiveness as well as the effectiveness of any related content. We may also use these tools to help us or third parties serve more targeted advertising to you across the internet. These tools may include Tracking Technologies that automatically collect and store certain PII and non-PII about your interaction with the Services. Third parties may also combine information collected from your interaction(s) with the Services with information they collect from other sources. To learn more about your interest-based advertising choices, please see below.

Please note that we may use Google Analytics to better understand how users interact with the Services. For information on Google Analytics' information handling practices and how you can control the use of information sent to Google, please visit <https://policies.google.com/technologies/partner-sites>. If you wish to prevent your information from being used by Google Analytics, Google has developed the Google Analytics opt-out browser add-on available at <https://tools.google.com/dlpage/gaoptout>.

You may adjust your device or Internet browser settings to limit certain tracking or to decline cookies, but by doing so, you may not be able to use certain features or take full advantage of all our offerings. Please refer to your device's settings or your Internet browser's "Help" section for more information on how to delete cookies and/or disable your device or browser from receiving cookies or adjust your tracking preferences.

If you do not want us to collect this information do not download the App or delete it from your device. Opting out of the App's collection of location information will disable its location-based features.

### **PII and non-PII Collected from Other Sources**

We may acquire PII and non-PII about you from our partners and service providers (including, for example, business partners, analytics vendors, and advertising networks). We use the PII and non-PII we collect from other sources to help us maintain the accuracy of the information we collect; personalize your experience with the Services; target our communications so that we can inform you of products, services, or other offers that may be of interest to you; measure the performance of advertisements delivered to you; conduct internal business analysis; and fulfill other business or commercial purposes.

### **Third Party Information Collection**

When you use the Services, certain third parties may use automatic information collection technologies to collect information about you or your device. These third parties may include:

- Advertisers, ad networks, and ad servers;
- Analytics companies;

- Your mobile device manufacturer;
- Your mobile service provider; or
- Third parties that are related to certain features in the App.

These third parties may use Tracking Technologies to collect information about you when you use the Services. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites, apps, and other online services websites. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' Tracking Technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

### **Combination of PII**

We may combine the PII we receive from and about you, including information you provide to us and information we automatically collect through the Services, and information collected offline. We may also combine information collected across the different computers or devices that you may use and from third-party sources. We use, disclose, and protect combined PII as described in this Privacy Policy.

## **2. INFORMATION WE USE**

TrailMarker may use the PII and non-PII we collect for a variety of legitimate business or commercial purposes, including:

- To provide the Services, including content on our Sites and Apps; subscription-based, membership-based, or other paid Services we offer; curated Trails; and the products we sell via the Services.
- To track points earned through participation and/or interaction with Trails for Data Purposes.
- To track points redeemed, Prize Programs entered and prizes won for Data Purposes;
- To process your payments and fulfill your orders.
- To fulfill your registration requests for Trails, including Trails organized by third parties.
- To provide you with personalized information and content that you request.



- To publish content, films, and photos that you submit or post.
- To communicate with you, including to respond to your inquiries/requests and request feedback from you. We may also use your PII to invite you to participate in surveys administered by us (or on our behalf). Additionally, from time to time, we may use your PII to send you important updates and communications about this Privacy Policy and/or other applicable terms and conditions.
- To protect the security and integrity of the Services and our business, such as by protecting against and preventing fraud, unauthorized transactions, claims and other liabilities and managing risk exposure, including by identifying potential hackers and other unauthorized users.
- To enhance and personalize your online browsing experience.
- To understand the usage and operations of our Services; develop new products or services; and conduct analysis to enhance or improve our content, products, and services, including without limitation, curated Trails.
- To send you newsletters and other marketing and promotional materials from TrailMarker or on behalf of our partners and affiliates. Details on how to exercise your choices with respect to marketing and promotional communications from us can be found below.
- To comply with applicable laws and regulations and to respond to lawful requests and communications from law enforcement and other government officials.
- To carry out sales and business transactions in which information held by us is among the assets transferred or is otherwise relevant to the evaluation, negotiation, or completion of the transaction.
- Carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To track the correlation between “likes” related to a Trail and number of users who actually participate in, attend or otherwise engage with a Trail, with such data aggregated anonymously and sold to third parties for crowd analytics forecasting purposes (individual user data will not be provided) and other Data Purposes.
- To protect our rights, privacy, safety, property, and/or those of others.

Additionally, we may use your PII and non-PII for other purposes disclosed at the time you provide your information or otherwise with your consent.

In addition to the purposes listed above, we may use your PII and non-PII to deliver interest-based advertising to you on the Services and across other websites, online services, or platforms. You can opt out of our use of your information in this manner. For more information on how to exercise your choices with respect to interest-based advertising, please see below.

Please note that we may also de-identify or aggregate information so that it will no longer be considered “PII” and use such information for Data Purposes, analytics purposes or other purposes consistent with those described in this Privacy Policy. We may use and disclose Non-PII for any purpose subject to applicable law and not inconsistent with this Privacy Policy or other notice by us at collection. Without limitation, your PII and non-PII may be used by itself, aggregated, or combined with unique identifiers, and shared with (a) our parent companies, subsidiaries, sister companies, trusted agents and affiliated Services that we own and/or operate (“Affiliates”); and (b) our service providers, vendors, advertisers, merchants, survey partners, joint business ventures, and other trusted third parties (collectively, “Trusted Third Parties”) (some of whom may offer Third Party Services (defined below)), for purposes related to our business, including, without limitation, advertising, attribution, measurement of campaigns, analytics and research, and our other Data Purposes as permitted by applicable law. Notwithstanding the foregoing, no phone number you provide to us or one of our mobile service providers for purposes of sending you a link for downloading a mobile app, special offer, a security verification, text (SMS) marketing, or otherwise, will be used or shared with any third party to be used for any other purpose, except as may be permitted or required by law or legal process or with your consent or at your direction.

### **3. FRIEND REFERRALS**

We may provide you with an opportunity to invite your friends, family, and acquaintances (“Friends”) to use our Services. If you elect to use our referral service for informing a Friend about any of our Services, you may provide us with your Friend’s name and email address. Through our referral service, you may have the ability to direct us to automatically send the Friend one or more emails or other communications, on your behalf, inviting them to visit or register for our Services (which invite may include additional subsequent reminders and communications). You must have your Friend’s consent to provide us with his or her information for this purpose and should not knowingly give us referral information for any person not permitted to use the Services, including, without limitation, a child under the age of 13, a person whose account has previously been suspended or deactivated, or a person who resides or is located in a territory where use of the Services is not authorized.

### **4. COMMUNITY FEATURES AND USER CONTENT**

The Services may provide you the opportunity to participate in, make available, and/or post text (e.g., questions, comments, and suggestions), images, audio, videos, or other content (collectively, “User Content”) publicly through our blogs, chat rooms, forums, interactive features, public-facing member profile, third-party social networking services or other communication functionality (“Community Features”). Please note that certain information, such as your username, Service

start date, “likes” and attendance related to Trails, points preferences, qualified points and prizes, profile picture and other profile information we believe will help motivate you and others to participate in Trails may be publicly displayed on the Services along with User Content. User Content may also contain metadata, which may contain information about or relating to you, that we may also collect, share and use. Anything posted through Community Features is publicly available. This means that others will have access to that User Content and may use it or share it with third parties; this is beyond our control. If you choose to voluntarily disclose PII in the User Content and/or on the Community Features, that information will be considered publicly available information as well. The protections of this Privacy Policy will not apply to publicly available information. In addition, by posting through our Community Features, you are agreeing that we may use your User Content (and excerpts from your User Content) in connection with our Data Purposes. If you do not wish to make User Content or other profile content publicly available, please put your profile in “ghost” mode.

## 5. INFORMATION DISCLOSURE

We may disclose each of the categories of PII we collect from and about you with the following categories of recipients:

- **Our Affiliates and Subsidiaries:** We may disclose your PII to TrailMarker affiliates and subsidiaries for business, operational, promotional, and marketing purposes or any other Data Purposes.
- **Our Service Providers:** We may disclose your PII to third parties that provide business, professional, marketing, analytics, or technical support services to us; help us operate our business and the Services; or administer activities on our behalf. We require our service providers to only use your PII in connection with providing services to TrailMarker.
- **Our Analytics and Advertising Partners and Providers:** Certain parts of the Services cookies, pixels, or similar technologies. For example, we (or third parties) may use cookies or other technologies provided by third parties to deliver more relevant advertising and to link information collected across different computers or devices that you may use. Use of these technologies may allow third parties to receive PII about your use of the Services. Although our business model is not focused on selling information, under certain privacy laws, the disclosure of PII via these technologies may qualify as the “sale” or “sharing” of PII, and you may have the right to opt out of such disclosures (as described in the “Your Choices and Legal Rights” section below).
- **Competent Governmental and Public Authorities:** We will disclose your PII as necessary to respond to subpoenas, judicial processes, or government requests and investigations, or in connection with an investigation on matters related to public safety. We may disclose your information to protect the security of the Services, servers, network systems, and databases. We also may disclose your information as necessary, if we believe that there has been a violation of our Terms of Use, any

other legal document or contract related to the Services, or the rights of any third party.

- **Relevant Third Parties in Connection with a Business Transaction:** We may sell or purchase assets during the normal course of our business. If another entity acquires us or any of our assets, your PII may be transferred to such entity. In addition, if any bankruptcy or reorganization proceeding is brought by or against us, your PII may be considered an asset of ours and may be sold or transferred to third parties. Should such a sale or transfer occur, we will use commercially reasonable efforts to try to require that the transferee use the transferred PII in a manner that is consistent with this Privacy Policy.
- **Other Parties:** We may disclose your PII when you consent or direct us to share your information, such as when you connect your account to a compatible service that is not provided by us. Additionally, we will disclose your PII to other parties as we believe necessary or appropriate either to: (i) comply with applicable law; (ii) protect our operations and those of our affiliates and subsidiaries; (iii) investigate and prevent against fraud; (iv) protect our rights, privacy, safety, or property and/or those of others; or (v) allow us to pursue available remedies or limit damages that we may sustain.
- **Other Purposes:** We may disclose your PII for any other purpose disclosed by us when you provide the information to the extent permitted by law. We may also disclose your PII to enforce our rights arising from any agreements between you and us, and for billing and collection purposes.

Please note that we may also de-identify or aggregate PII so that it will no longer be considered “PII” and share, sell or otherwise disclose such information to third parties for any purpose as permitted by law, including, without limitation, for marketing or analytics purposes.

## 6. YOUR CHOICES AND LEGAL RIGHTS

We respect your privacy and provide you with information about our processing of your PII and the ability to exercise control over our use of your information. This section of our policy outlines: (a) your choices about how we use your PII; (b) your legal rights related to your PII based on where you reside; and (c) specific disclosures required by law in certain States and other territories as outlined in the U.S. State Privacy Notice ([Appendix A](#)) and the Non-US. Resident Privacy Notice ([Appendix B](#)).

### *Your Choices*

We provide you with the ability to make certain choices about how we use your PII, as described below.

- **Marketing and Promotional Communications:** You can opt out of receiving marketing and promotional communications from us at any time by using the contact information below or following the instructions included in any marketing or promotional communications that you receive from us. Note that even if you opt out of receiving marketing and promotional communications from us, you will still receive non-marketing or transactional messages from us, including messages about your account and responses to your inquiries/requests.
- **Tracking Technologies:** As noted in this Privacy Policy, we (and third parties) use cookies related to the Services for various purposes, including for analytics and advertising purposes. You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse Tracking Technologies, some parts of the App may then be inaccessible or not function properly. To learn more about the cookies in use related to the Services or to adjust your preferences with respect to the cookies deployed on the Services, see below in the “Cookies and Tracking Technologies” section.
- **Location-Based Services:** If you use the Services, you may control our collection and use of location-based information by adjusting the settings on your mobile device. You can also stop our collection of location information from your device(s) by uninstalling the App. If you disable or refuse location-based information and tracking, some parts of the App may then be inaccessible or not function properly.

We do not control third parties’ collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative (“NAI”) on the NAI’s [website](#).

### *Your Legal Rights*

Depending on where you reside or were located when we collected your PII, you may have certain rights in relation to your PII, as described below. For more information about jurisdictions where these options are available, please review Appendix A and Appendix B to this Privacy Policy.

- **Right of Access:**
  - You may ask us to confirm whether we are processing your PII and, if so, details regarding our processing of the PII.
  - You may also request that we provide your PII, in a portable and, to the extent technically feasible, readily usable format.
  - You may request information about our disclosure of your PII to third parties, including a list of any third parties to whom we disclosed your PII for direct marketing purposes

- **Right to Delete:** Subject to certain exceptions, you may request that we delete your PII. There are some reasons we will not be able to fully address your request, such as if we need to complete a transaction for you, to detect and protect against fraudulent and illegal activity, to exercise our rights, or to comply with a legal obligation.
- **Right to Correct:** Subject to certain exceptions, you may request that we correct inaccuracies in your PII. We will take commercially reasonable efforts to make the corrections that you request.
- **Right to Opt Out of Certain Types of Information Uses and Disclosures:** As described in this Privacy Policy, we use and disclose to third parties PII for analytics and advertising purposes. If you are interested in exercising your right to opt out of the “sale” of your PII or the processing of your PII for “targeted advertising” (as these terms are defined in applicable law), you may submit a request at any time by contacting weston@thetrailmarker.com.
- **Right to Revoke Consent:** We may seek your affirmative consent to process your PII for certain purposes. Where applicable, you may revoke your consent at any time.
- **Right to Limit Certain Processing Activities or to Object to Certain Processing Activities:** Where we have not sought your affirmative consent to process your PII, you may have the right to limit or object to our continued processing of that PII.

If you exercise any of the foregoing rights, we will not discriminate against you.

To make a request, please submit the request to weston@thetrailmarker.com. When we receive your request, we will provide additional information about the timing of our response, any additional information we may need from you, and if we are unable to fully comply with your request. We will endeavor to respond to your requests within the timeframe established by the applicable law. If we need additional time to respond to your request, we will inform you of the reasons why. If we decide not to take action on your request, we will explain the reasons why. We may place reasonable limits on responding to repeated requests, where allowable by law.

Alternatively, where available, you can use certain preference signals to exercise your sale and sharing opt-out right automatically with all businesses that you interact with online, including TrailMarker. If you enable a browser-based opt-out preference signal that complies with the CCPA, such as Global Privacy Control (GPC), in certain territories, upon receipt or detection, we will make reasonable efforts to treat the signal as a valid request to opt out of the sale or sharing of PII linked to that browser as required by applicable law.

In order to protect your privacy, we may require proof of your identity before we can act on your request. Where applicable, we will use the requested information for verification

purposes only. We may decline certain requests if we cannot verify your identity and confirm the PII we maintain relates to you.

You may authorize someone to submit a privacy rights request on your behalf (an “authorized agent”) using the submission methods outlined above. An authorized agent will need to demonstrate that you have authorized them to act on your behalf. Depending on the evidence provided, we may also contact you to verify your identity directly with us or request confirmation from you that the agent is authorized to make the request.

If we decide not to take action in response to your request, you may submit an appeal by email at [weston@thetrailmarker.com](mailto:weston@thetrailmarker.com). If you send an appeal via email, you must put the statement “Privacy Rights Appeal” in the subject field and provide enough information for us to understand the request you made and the rationale for the appeal. We will resolve your appeal within the timeframes established by applicable law. If your appeal is denied, we will explain why. If you continue to dispute our decision or would like to lodge a complaint regarding our handling of your PII, you may contact the regulator in your jurisdiction that handles privacy complaints. See below for a list of contact information for the relevant regulatory bodies in select jurisdictions.

- **European Union:** [https://edpb.europa.eu/about-edpb/about-edpb/members\\_en](https://edpb.europa.eu/about-edpb/about-edpb/members_en)
- **Switzerland:** <https://www.edoeb.admin.ch/edoeb/en/home/the-fdpic/contact.html>
- **United Kingdom:** <https://ico.org.uk/make-a-complaint/data-protection-complaints/data-protection-complaints/>
- **Colorado:** <https://coag.gov/file-complaint/>
- **Connecticut:** <https://portal.ct.gov/AG/Common/Complaint-Form-Landing-page>
- **Virginia:** <https://www.oag.state.va.us/consumer-protection/index.php/file-a-complaint>

## 7. THIRD-PARTY SERVICES

The Services may include links to or integrations with third-party websites and other services provided by third parties that we do not own, operate nor control (“Third Party Services”), and/or offer you the ability to interact with social plug-ins from social media platforms. We have no control over the PII that is collected, stored, or used by third-party websites or social media platforms, and we are not responsible for their information handling or privacy practices. Your use of these third-party services is subject to each provider’s privacy policy, so we encourage you to read these policies carefully. By interacting with third parties and associated links available through the Services, you authorize and direct us to share your PII and non-PII with third parties, and for them to share activity data and other information with us. This helps us and them create a more curated experience for you, facilitate your communications or transactions with them, authenticate

and/or validate your identification, credit you with any qualified points and prizes, and for our other Data Purposes. Except as legally required, the privacy and other practices of third parties are not covered by this Privacy Policy, and we are not responsible for their privacy or other practices. We encourage our users to be aware of and to read the privacy statements, terms of service and similar disclosures and conditions of third parties that collect PII or other data before visiting or otherwise interacting with those services.

Companies that host networks connecting advertisers with delivery platforms for digital advertising (collectively, “Ad Networks”), which are third party services, may provide advertising based on your interests, as reflected in your use of the Services, as well as your use of other websites and services. Some of these Ad Networks may place persistent cookies or other Tracking Technologies on your devices, allowing them to recognize you and/or your device each time they send you an online advertisement. Ads themselves may also include Tracking Technologies. In this way, Ad Networks may compile information about where you see advertisements online and determine which ads you click on, so, for instance, that we and they may provide you with offers or advertisements believed to be of most interest to you. We are not the data controller for the cookies or other Tracking Technologies that may be placed by these third parties on your Devices, nor do we have responsibility for these third parties’ privacy policies or information collection practices. You may limit or remove such cookies and Tracking Technologies through your device settings.

We use certain third-party analytics and/or other technology providers to help us understand how you use the Services, and these companies may set their own cookies and other Tracking Technologies on your devices. For example, we may use third-party services to record and review your interactions with the Services, including mouse movements, clicks, page visits, keystrokes/key touches, “likes”, location, attendance related to Trails, and other details, including any PII that you provide. These “session replay” services help us organize and analyze your interaction data for our Data Purposes, including to improve and prevent fraud related to the Services. By using any of the Services, you expressly consent to the recording and sharing of your PII and other data with third-party “session replay” services and other analytics providers.

Certain functionality of the Services may permit interactions that you initiate between the Services and third-party social media services (“Social Media Services”) such as Google, Apple, Facebook, Pinterest, Instagram and Twitter (“Social Features”). Examples of Social Features include enabling you to “like” or “share” content from the Services with Social Media Services; to log-in to the Services using your username and password for Social Media Services; to transmit content to or from the Services to or from your account on Social Media Services; and to otherwise connect the Services to Social Media Services. Enabling or interacting with Social Features may also set one or more cookies or other Tracking Technologies on your devices. Please refer to the terms of use and privacy policies of such Social Media Services offering such Social Features. If you choose to use Social Features, information you post or provide access to may be shared with and publicly displayed on the Services or on such Social Media Services. Similarly, if you post information on a Social Media Service that references any of the Services (e.g., by using a hashtag associated with any of the Services in a tweet or status update), your post may be



published on the Services in accordance with the terms of the Social Media Services and our Terms of Use. In addition, we may receive information about you if other users of a Social Media Service give us access to their profiles and you are one of their “connections,” or information about you is otherwise accessible through your connections’ web pages, profile pages, groups you or they belong to, or similar pages on such Social Media Service.

The information we collect in connection with Social Features is subject to this Privacy Policy. The information collected by any Social Media Service via Social Features remains subject to their privacy practices, including whether they continue to share information with us, the types of information shared, and your choices with regard to what is visible to others on such Social Media Service.

## **8. COOKIES AND TRACKING TECHNOLOGIES**

We set and access, and third parties (including Trusted Third Parties) may set and access Tracking Technologies on your devices in connection with your use of the Services. Such third parties (“Cookie Operators”) may collect information across various channels using Tracking Technologies for purposes of delivering more relevant offers to you or other business purposes. We may use a variety of Tracking Technologies in connection with our Data Purposes. Tracking Technologies may automatically capture PII and other information, including, without limitation, your IP Address, unique identifiers, and browser or operating system type and version, and may detect whether your device or software has certain capabilities such as a microphone or webcam access. We and Third Party Services generally use Tracking Technologies and the information they generate to support the Services or Third Party Services, including, for instance: (i) by offering you surveys, shopping, and other targeted offers; (ii) for identity verification; (iii) for analytics; (iv) to ensure compliance with our Services; and (v) to identify and honor your choices (such as opt-outs). Tracking Technologies may also be used as follows: (a) to provide you with convenience when you access the Services by remembering that you have visited us before and by remembering your username, password and other user information, and your preferences to help you avoid future re-entry of certain information; (b) to allow us and Third Party Services to understand or predict your interests so we and they can personalize your experience on the Services and elsewhere online, across devices, web browsers, email, mobile and other applications. In doing so, we and Third Party Services may link the information collected from Tracking Technologies, and from other sources, with other of your PII and non-PII, and we and they may track your web-browsing and other activity in order to provide you with offers and for our or their other Data Purposes); (c) for analytical and statistical purposes, quality control, validation and verification purposes, and to improve the services we and Third Party Services offer; and (d) Third Party Services may link the information we share with them (or that they collect) to cookies stored on your browser or devices, and they may collect information such as your IP address, unique identifiers, browser or operating system type and version, and demographic or inferred-interest information. Third Party Services may use this information to recognize you across different channels and platforms, including but not limited to, computers, mobile devices, and Smart TVs, over time for advertising, analytics, attribution, and reporting purposes. For example, Third Party Services may deliver an advertisement to you in your web browser based on a purchase you made in a physical retail store, or they may send a personalized marketing email to you because you visited a particular website. Our App may include Tracking Technologies that share your device’s

precise geo-location and other details about your device (like hardware characteristics, a variety of sensor data, and a list and history of installed third-party applications) with Third Party Services who may use this information to generate offers for you, for advertising, attribution, measurement of campaigns, analytics, and research, and their or our other Data Purposes. See instructions to limit or disable such tracking below; but be aware that limiting such tracking will affect some device or mobile application functionality and may limit your ability to use our Services, complete offers and earn points and prizes.

Cookies may include a small data file which is stored on your systems. We use both session cookies and persistent cookies. For the session cookies, once you close your browser, the cookie terminates. A persistent cookie is a small text file stored on your hard drive for an extended period of time. Persistent cookies can be removed or disabled by following your web browser help-file directions.

You can exercise control over browser-based cookies by adjusting the settings on your browser, and mobile devices may offer ad and data limitation choices. Please note that when you use cookie control tools, you will have to change your settings for each browser and device you use, and your limitation on cookies can limit the functionality of online services you use, including the Services. Use the help function on your browser to learn more.

If you block cookies in this manner, the Services (including the ability to complete Trails and other offers and earn points), may not operate as intended.

One use of cookies is interest-based advertising, which uses your activity information to help provide you with more relevant offers and curated Trails. To learn more about internet-based advertising in general, and exercise certain opt-outs that some Ad Networks provide, which may include use of geo-location, cross-device data-directed, and/or “audience matched advertising” ads, please visit the following ad industry self-regulatory resources:

Digital Advertising Alliance (Web Browser Opt-Out)	US: <a href="http://www.aboutads.info/choices">http://www.aboutads.info/choices</a> Canada: <a href="https://youradchoices.ca/en/tools">https://youradchoices.ca/en/tools</a>
Digital Advertising Alliance (Mobile App Opt-Out)	US: <a href="http://www.aboutads.info/appchoices">http://www.aboutads.info/appchoices</a> Canada: <a href="https://youradchoices.ca/en/tools">https://youradchoices.ca/en/tools</a>
Network Advertising Initiative (Opt-Outs)	<a href="http://www.networkadvertising.org/managing/opt_out.asp">http://www.networkadvertising.org/managing/opt_out.asp</a>

We support these self-regulatory programs and expect the Ad Networks we work with to do so as well. If you’d like to opt-out of being tracked by Google Analytics, simply install this add-on to your browser: <https://tools.google.com/dlpage/gaoptout>.

We are not responsible for the completeness, accuracy or effectiveness of any third-party cookie-choice programs or tools. If you exercise these choice controls they may need to be compiled on each browser and device you use, and if they use a cookie to signal your opt-out, your choice may

no longer be recognizable if you later clear or block cookies. Not accepting cookies (or opting out of cookies), installing ad blocking technologies, and/or disabling analytics providers may make certain features of the Services unavailable to you and may affect our ability to validate whether or not you qualified for a reward by successfully completing an offer.

Note that your browser settings may allow you to automatically transmit a “Do Not Track” signal to websites and online services you visit. At present, we do not believe that there is a consensus among industry participants as to what “Do Not Track” means in this context. Like many websites and online services, we currently do not alter our practices when we receive a “Do Not Track” signal from a user’s browser. To find out more about “Do Not Track,” you may wish to visit <http://www.allaboutdnt.com>.

## **9. CHILDREN’S PRIVACY**

Protecting children’s privacy is important to us. The Services are for general audiences, and we do not knowingly collect any personal information (as defined by the federal Children’s Online Privacy Protection Act (“COPPA”)) from children younger than the age of 13. If you are under the age of majority (18 in most states), you should use the Services only with the permission and guidance of your parent or guardian. If you are under 13, you should not use our Service. Please contact us if you are a parent or guardian of a child under the age of 13 and you believe that we may have collected PII online from your child. If we learn that we have inadvertently collected personal information from a child younger than 13, we will take actions as required by COPPA.

If a California resident is known to us to be under 16 years of age, we will obtain any required expressed opt-in consent to any sale of their personal information collected by the Services, in accordance with the CCPA and applicable regulations thereunder. California minors also have certain rights to remove their own public posts on the Services. More information is included in section G (Additional Notices for California Residents) of the U.S. State Privacy Notice below.

## **10. BUSINESS TRANSACTIONS**

In the event TrailMarker or any of its Affiliates is involved with a business transition, such as a financing, merger, consolidation, restructuring, acquisition by another company, sale or assignment of rights or assets (or a portion thereof), or other company change, we may transfer your and other users’ information, including PII and non-PII, and other business data in connection with that business transaction (e.g., to a subsequent owner or operator of TrailMarker or any of the Services, or any affiliates, agents, service providers, or partners of the foregoing), including during the course of any due diligence process (collectively, “Business Transactions”).

## **11. INFORMATION RETENTION**

We will retain your PII and non-PII as long as necessary to fulfill the purposes outlined in this Privacy Policy, including to satisfy our legal or reporting requirements, unless a longer retention period is required or allowed under law.

To determine the appropriate retention period for PII and non-PII, we consider the amount, nature, and sensitivity of PII and non-PII; the potential risk of harm from unauthorized use or disclosure of the PII; the purpose for which we use the PII and non-PII; whether we can achieve the purposes through other means; and the applicable legal requirements.

If we de-identify information, we will maintain and use the information in de-identified form and not attempt to re-identify the information except as required or permitted by law.

## **12. INFORMATION SECURITY**

We take reasonable and appropriate physical, administrative, and technical steps to safeguard the information we collect from and about our users. Please be advised, however, that the internet and other technologies and communication channels are, by their nature, not entirely secure, and your PII and non-PII may therefore be subject to interception or loss which is beyond our reasonable control. No security system is perfect, and we cannot guarantee or warrant the absolute security of any PII or non-PII you transmit to us or that we otherwise collect. Any transmission of information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures we provide. You are responsible for keeping your login in credentials confidential. We ask that you do not share your login credentials with anyone. We urge you to be careful about giving out information in public areas of the App. The information you share in public areas may be viewed by any user of the App unless you put your profile in “ghost mode” and even in “ghost mode” certain information you share may still be publicly available. Accordingly, as permitted by applicable law, we assume no responsibility or liability for disclosure of your PII or non-PII due to errors in transmission, unauthorized third-party access, or other causes beyond our reasonable control.

## **13. LOCATION OF PROCESSING AND APPLICABLE LAW**

Although we generally maintain our user data in the United States, it is possible that some of the data processing may occur outside of the United States, carried out by companies or individuals under contract with us. While the data protection laws of these countries may vary, we will make every reasonable effort to protect your PII in accordance with this Privacy Policy. By using the the Services, you consent to this transfer of your PII and non-PII to any server used by TrailMarker or its service providers from time to time.

If you are not a resident of the United States, please be aware that data protection laws in the United States (as well as the legal procedures for courts, governmental authorities, and parties in civil litigation to obtain access to our user data) may differ substantially from the laws and procedures in your country of residence. In addition, if you submit your PII to us, you are consenting to the processing, storage, use and transfer of that PII within the United States as provided in this Privacy Policy.

The interpretation and application of this Privacy Policy shall be governed by the laws of the United States and the State of Delaware without regard to its conflict of law provisions. Except as

otherwise expressly provided in our Terms of Use, your use of the Services are not intended to subject us to the laws or jurisdiction of any state, country or territory other than that of the United States and the State of Delaware.

#### **14. UPDATING YOUR INFORMATION, CHOICE AND OPT OUT**

You are responsible for maintaining the accuracy of any information you submit to us, such as your contact information. If you have any questions about updating your information, privacy choices and/or opting out of certain programs, services, and data activities, please visit section 15 (How to Contact Us) below for more information and instructions to contact us. You may opt out of receiving marketing emails by: (i) following the opt-out instructions provided to you in those emails; (ii) visiting your account settings or similar features on the relevant Sites or App; or (iii) contacting us as provided in section 15 (How to Contact Us) below. Please note that as long as you remain registered with or a user of any of the Services, even if you opt out of marketing emails, you may still receive administrative and transactional emails, such as notices about service and status updates and changes to our Terms of Use or Privacy Policy. If you sign up to receive text (SMS) messages from the Services, you may unsubscribe from any text SMS messages received by replying “STOP”. If you do not wish to receive advertisements, content, surveys, promotions, offers, or prizes from us by virtue of your installation of our Extensions, you should not install or should uninstall such Extensions. You may remove or disable cookies and/or opt out of interest-based advertising as described above in section 8 (Cookies and Tracking Technologies) and you may clear your browser history in accordance with the system settings of your web browser. You may also opt out of providing your geo-location information to us by turning off the location services for your device located in your account settings (if available) or in your device settings. If you do not want our App to collect any PII or non-PII about you, you should uninstall the App using the standard uninstall procedures that may be available as part of your mobile device or via the mobile application marketplace or network where you obtained the App.

#### **15. REVISIONS TO THIS PRIVACY POLICY**

We reserve the right, in our sole and absolute discretion, to change, modify, add, remove, or otherwise revise portions of this Privacy Policy at any time. The “Effective Date” at the top of this page indicates when this Privacy Policy was last revised. When we make changes, we will revise the date at the top of this page to reflect the date such changes occurred. If we change the Privacy Policy in a material way, we will provide you with appropriate notice before such changes take effect. Unless otherwise stated, your continued use of the Services following the posting of a revised version of this Privacy Policy constitutes your acceptance of the changes, including our future use of PII or other information previously or thereafter collected in accordance with the updated Privacy Policy. If you do not accept the changes, please immediately discontinue your use of the Services and close your account with us.

#### **16. HOW TO CONTACT US**

TrailMarker LLC is the controller and business responsible for processing your information as set forth in this Privacy Policy, except as expressly noted herein.

If you have any questions about this Privacy Policy or our information handling and privacy practices, you may contact us at [weston@thetrailmarker.com](mailto:weston@thetrailmarker.com) or by mail to 5309 Tuscarawas Road Bethesda MD 20816.

## Appendix A

### U.S. STATE PRIVACY NOTICE

This U.S. State Privacy Notice (“Notice”) applies to “Consumers” as defined respectively under the California Consumer Privacy Act, as amended by the California Privacy Rights Act (together, the “CCPA”), the Colorado Privacy Act, Connecticut’s Act Concerning Personal Data Privacy and Online Monitoring, Chapter 603A of the Nevada Revised Statutes, the Utah Consumer Privacy Act, and the Virginia Consumer Data Protection Act, and all laws implementing, supplementing, or amending the foregoing, including regulations promulgated thereunder, as well as any additional U.S. state privacy laws now or hereafter applicable to TrailMarker (collectively, “U.S. State Privacy Laws”). Capitalized terms used but not defined in this Notice shall have the meanings given to them under the relevant U.S. State Privacy Laws or (if applicable) in other sections of TrailMarker’s Privacy Policy.

#### *Applicability:*

- Section A of this Notice provides notice of our data practices, including our collection, use, disclosure, and sale of Consumers’ personal information or personal data under relevant U.S. State Privacy Laws (collectively, “PI”).
- Sections B-F of this Notice provide information regarding Consumer rights under applicable U.S. State Privacy Laws and how you may exercise them.
- Section G of this Notice provides additional information for California residents only.

For California residents, the term “Consumer” is not limited to data subjects acting as individuals regarding household goods and services and includes data subjects in a business-to-business context (e.g., as a service provider or customer, or an employee of a service provider or customer). This is not the case in the other states.

***Non-Applicability, Human Resources:*** This Notice does not apply to our job applicants, current or former employees, or independent contractors (“Personnel”) in connection with their PI collected in connection with such relationship with TrailMarker; however, our California Personnel may obtain a separate privacy notice that applies to them by contacting [weston@thetrailmarker.com](mailto:weston@thetrailmarker.com).

#### **A. Notice of Data Practices**

The description of our data practices in this Notice covers the twelve (12) months prior to the Effective Date and will be updated at least annually. Our data practices may differ between updates to this Notice; however, if materially different from this Notice, we will provide supplemental pre-collection notice of the current practices, which may include references to other privacy policies, notices, or statements. Otherwise, this Notice serves as our notice at collection.

We may receive or collect your PI directly from you or from your devices, from Third Party Services, or from other individuals and businesses, as well as public sources of data.

Generally, we Process your PI to provide you the Services and as otherwise related to the operation of our business, including for one or more of the following business purposes: Performing Services; Managing Interactions and Transactions; Security; Debugging; Providing Advertising & Marketing Services; Quality Assurance; Processing Interactions and Transactions; and Research and Development. We may also use PI for other business purposes in a context that is not a Sale or Share under applicable U.S. State Privacy Laws, such as disclosing it to our Service Providers, Contractors, or Processors that perform services for us (“Vendors”), to you, or to other parties at your direction or through your action (e.g., Third Party Services that you interact with in response to offers); for the additional purposes explained at the time of collection (such as in the applicable privacy policy or notice); as required or permitted by applicable law; to the government or private parties to comply with law or legal process; and in Business Transactions (collectively, “Additional Business Purposes”). Subject to restrictions and obligations under U.S. State Privacy Laws, our Vendors may also use your PI for business purposes and Additional Business Purposes and may engage their own vendors to enable them to perform services for us.

We may also use and disclose your PI under this Notice for Commercial Purposes, which may be considered a “Sale” or “Share” under applicable U.S. State Privacy Laws, such as when third parties collect your PI via third-party cookies, and when we Process PI for certain advertising purposes. In addition, we may make your PI available to third parties for their own use via third-party cookies or otherwise.

As permitted by applicable law, we do not treat deidentified data or aggregate consumer information as PI and we reserve the right to convert, or permit others to convert, your PI into deidentified or aggregate consumer information, and may elect not to treat publicly available information as PI. We have no obligation to re-identify information or keep it longer than we need it to respond to your requests. Data exempt from U.S. State Privacy Laws are not included in this Notice.

We provide more detail on our data practices in the two charts that follow.

**i. PI Collection, Disclosure, and Retention – By Category of PI**

We collect, disclose, and retain PI as follows:

Category of PI	Examples of PI Collected and Retained	Categories of Recipients
1. Identifiers	This may include, but is not limited to: a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, or other similar identifiers.	<b>Business Purpose Disclosure:</b> <ul style="list-style-type: none"> <li>• Service Providers (e.g., data processors, IT service providers,</li> </ul>
2. Personal Records	This may include, but is not limited to: physical characteristics or description, signature, telephone number, education, employment, employment	



Category of PI	Examples of PI Collected and Retained	Categories of Recipients
	history, bank account number, credit card number, debit card number, or any other financial information.	storage vendors, marketing service providers, security providers, and professional advisors)
3. Personal Characteristics or Traits	This may include, but is not limited to: age, gender, nationality, race, or information related to medical conditions.	
4. Customer Account Details/ Commercial Information	This may include but is not limited to: records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	<ul style="list-style-type: none"> <li>• Affiliates</li> </ul>
5. Internet Usage Information	This may include, but is not limited to: browsing history, search history, and information regarding your interaction with an Internet Web site, application, or advertisement.	<ul style="list-style-type: none"> <li>• Government entities (where we are under a duty to disclose or to protect our rights or the rights of others)</li> </ul>
6. Geo-location Data	This may include, but is not limited to: precise physical location or movements and travel patterns.	
7. Sensory Data	This may include, but is not limited to: audio recordings of customer care calls, electronic, visual, thermal, olfactory, or similar information.	
8. Professional or Employment Information	This may include, but is not limited to: professional, educational, or employment-related information	<ul style="list-style-type: none"> <li>• Other parties within the limits of Additional Business Purposes (e.g., when you engage in offer actions with Third Party Services)</li> </ul>
9. Inferences from PI Collected	This may include, but is not limited to: creating a profile about a Consumer reflecting the Consumer’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	
10. Sensitive PI	Precise Geo-location (any data that is derived from a device and that may locate a consumer within a geographic area with a radius of 1,850 feet or less)	<b>Sale/Share:</b> <ul style="list-style-type: none"> <li>• Cookie Operators (only to the extent such</li> </ul>
	Sensitive Personal Characteristics (e.g., racial or ethnic origin, religious or philosophical beliefs, citizenship or immigration status, or union membership)	
	Health Information (PI collected and analyzed concerning a consumer’s health, medical history,	

Category of PI	Examples of PI Collected and Retained	Categories of Recipients
	<p>mental or physical health, diagnosis/condition, and medical treatment)</p> <p>Sex Life / Sexual Orientation (PI collected and analyzed concerning a consumer’s sex life or sexual orientation)</p>	<p>data is collected by a cookie or other Tracking Technology</p> <ul style="list-style-type: none"> <li>• Licensees</li> </ul>
	<p>Financial Data (e.g., a consumer’s account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account)</p> <p>Government Issued Identification Numbers (e.g., social security, driver’s license, state identification card, or passport number)</p> <p>Communication Content (e.g., the contents of a consumer’s mail, email, and text messages, unless the business is the intended recipient of the communication)</p>	<p><b>Business Purpose Disclosure:</b></p> <ul style="list-style-type: none"> <li>• Service Providers (e.g., data processors, IT service providers, storage vendors, marketing service providers, security providers, and professional advisors)</li> <li>• Affiliates</li> <li>• Government entities (where we are under a duty to disclose or to protect our rights or the rights of others)</li> <li>• Other parties within the limits of</li> </ul>

Category of PI	Examples of PI Collected and Retained	Categories of Recipients
		Additional Business Purposes (e.g., when you engage in offer actions with Third Party Services)  <b>Sale/Share:</b> <ul style="list-style-type: none"> <li>• None</li> </ul>

We retain your PI based on how long we believe we have a legitimate purpose for the retention. In general, we retain all categories of PI listed in the chart above for as long as a user account is open and for an additional 3 years after the account is closed; however, some data may be retained for a shorter or longer period. When deciding how long to keep your PI, we consider (among other things) whether we have an active relationship with you, whether we need to retain the PI to provide you the Services, whether we are subject to any legal obligations (e.g., any agreements or laws that require us to maintain certain data for a certain period of time), our Data Purposes, and our business purposes and Additional Business Purposes. Rather than delete your PI, we might deidentify it by removing identifying details so it is no longer considered PI, in which event we will not attempt to re-identify that data.

There may be additional information we collect that meets the definition of PI under applicable U.S. State Privacy Laws but is not reflected by a category above, in which case we will treat it as PI as required but will not include it when we describe our practices by PI category.

## ii. PI Use and Disclosure – By Processing Purpose

We use and disclose PI for the processing purposes described below. For the categories of recipients for each purpose, please refer to the chart above at Section A(i) (PI Collection, Disclosure, and Retention – By Category of PI), as indicated by relevant category of PI below:

Processing Purpose(s)	Example(s) of Processing Purpose	Categories of PI Implicated
1. Performing Services	<u>Provide the Services</u> : to provide you with the Services  <u>Enable additional features</u> : to provide you with additional features enhance the Services	Identifiers, Customer Account Details/Commercial Information, Internet Usage Information, Geo-location Data,

Processing Purpose(s)	Example(s) of Processing Purpose	Categories of PI Implicated
	<p><u>Process orders</u>: to process or fulfil an order or transaction</p> <p><u>Contact You</u>: to contact and communicate with you about your use of the Services, including changes to the Services or the Services' policies</p> <p><u>Account management</u>: to process your registration with the Services, verify your info is active and valid, and otherwise manage your account</p> <p><u>Customer Service</u>: to respond to any questions, comments, or requests you have for us or for other customer service purposes</p> <p><u>Payment and other purchase-related purposes</u>: to facilitate a purchase made using the Services, including payment processing</p> <p><u>Other</u>: marketing, administrative, operational, business, and commercial purposes subject to applicable law and not inconsistent with this Privacy Policy or other notice by us at collection</p>	Sensory Data, Inferences
2. Managing Interactions and Transactions	<u>Auditing</u> : related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with user interaction or transaction specifications and standards	Identifiers, Customer Account Details/Commercial Information, Internet Usage Information
3. Security	<u>Security/fraud prevention</u> : to protect the security of TrailMarker, the Services, and its users and to prevent and address fraud and violations of our terms and policies	Identifiers, Internet Usage Information, Customer Account Details/Commercial Information
4. Debugging	<u>Repairs</u> : identify and repair errors that impair existing intended functionality of the Services	Identifiers, Internet Usage Information, Customer Account Details/Commercial Information
5. Providing Advertising &	<u>Content and offers customization</u> : to customize your experience on the Services, or to serve	Identifiers, Internet Usage Information, Customer Account

Processing Purpose(s)	Example(s) of Processing Purpose	Categories of PI Implicated
Marketing Services	<p>you specific content and Trails that are relevant to/customized for you</p> <p><u>Advertising, marketing, and promotions</u>: to assist us in determining relevant Trails; to develop and evaluate marketing and advertising campaigns; and for promotional activities, such as running Prize Programs, contests, and other promotions.</p>	<p>Details/Commercial Information, Geo-location Data, Inferences</p>
6. Quality Assurance	<p><u>Quality and Safety of Service</u>: undertaking activities to verify or maintain the quality or safety of the Services, and to improve, upgrade, or enhance the Services</p>	<p>Identifiers, Internet Usage Information, Customer Account Details/Commercial Information, Geo-location Data, Inferences</p>
7. Processing Interactions and Transactions	<p><u>Short-term, transient use</u>: including, but not limited to, non-personalized advertising shown as part of a Consumer’s current interactions related to your use of the Services</p>	<p>Identifiers, Internet Usage Information, Customer Account Details/Commercial Information, Geo-location Data, Sensory Data, Inferences</p>
8. Research and Development	<p><u>Research and analytics</u>: to better understand how Consumers access and use the Services, both on an aggregated and individualized basis, to improve the Services and respond to user preferences, and for other research and analytical purposes</p> <p><u>Market research and customer satisfaction surveys</u>: to administer surveys and questionnaires, such as for market research or customer satisfaction purposes</p>	<p>Identifiers, Internet Usage Information, Customer Account Details/Commercial Information, Geo-location Data, Inferences</p>
9. Additional Business Purposes	<p><u>Compliance with legal obligations</u>: to comply with legal obligations, as part of our general business operations, and for other business administration purposes</p> <p><u>Prevention of illegal activities, fraud, injury to others, or violation of our terms and policies</u>: to investigate, prevent or take action if someone may be using info for illegal</p>	<p>Identifiers, Personal Records, Personal Characteristics or Traits, Customer Account Details/Commercial Information, Internet Usage Information, Geo-location Data,</p>

Processing Purpose(s)	Example(s) of Processing Purpose	Categories of PI Implicated
	<p>activities, fraud, or in ways that may threaten someone’s safety or violate of our terms or policies</p> <p><u>Purposes disclosed at PI collection:</u> We may provide additional disclosures at the time of PI collection, such as on a Trails page</p> <p><u>Related or compatible purposes:</u> for purposes that are related to and/or compatible with any of the foregoing purposes</p>	Sensory Data, Professional or Employment Information, Inferences
10. Commercial Purposes	We may collect and use your PI for commercial purposes such as for interest-based advertising and sharing PI in a manner that is deemed a sale under the CCPA or other applicable U.S. State Privacy Laws.	Identifiers, Personal Records, Personal Characteristics or Traits, Customer Account Details/Commercial Information, Internet Usage Information, Geo-location Data, Sensory Data, Professional or Employment Information, Inferences

## B. Your Consumer Rights and How to Exercise Them

We provide Consumers the privacy rights described in this section pursuant to the requirements of their applicable state’s law, provided any such request meets the requirements for a Verifiable Consumer Request (defined below). For residents of states without applicable U.S. State Privacy Laws, we may consider requests under this section but will apply our discretion in whether and how we process them. We may also apply state law rights in states with U.S. State Privacy Laws prior to the effective date of such laws in our discretion.

To submit a request to exercise your Consumer privacy rights under U.S. State Privacy Laws, or to submit a request as an authorized agent, please email your request to [weston@thetrailmarker.com](mailto:weston@thetrailmarker.com), and respond to any follow-up inquiries we make. Please be aware that we do not accept or process requests through other means (via phone, fax, chats, social media, etc.). More details on the request and verification process are provided in Section C ([How We Process Your Consumer Privacy Requests](#)) below. The Consumer rights we accommodate are as follows:

### i. Right to Limit Sensitive PI Processing

With regard to PI that qualifies as Sensitive PI under U.S. State Privacy Laws, if you elect to provide us with that Sensitive PI, you will have consented to our collection and processing of such Sensitive PI. You may submit an opt-out request to [weston@thetrailmarker.com](mailto:weston@thetrailmarker.com). However, under applicable U.S. State Privacy Laws, you can limit certain Sensitive PI Processing with the exception of the following processing purposes or any other permitted purposes under such U.S. State Privacy Laws:

- To perform the Services at your request or at your direction;
- To prevent, detect, and investigate security incidents, fraudulent activity, illegal actions, etc.;
- For short term transient use, including, but not limited to, non-personalized advertising as part of your interaction with the Services; and
- To maintain or service accounts, provide customer service, process or fulfill offers, promotions and/or prizes, orders and transactions, verify customer information, process payments, or provide similar services.

## **ii. Right to Know/Access**

Residents of California, Colorado, and Virginia are entitled to access PI maintained by TrailMarker up to twice in a 12-month period. Residents of Connecticut and Utah are entitled to access PI maintained by TrailMarker once in a 12-month period, with subsequent requests subject to a service fee.

### **a) Categories (available for California Residents only)**

California residents have a right to submit a request for any of the following for the period that is 12-months prior to the request date:

- The categories of PI we have collected about you.
- The categories of sources from which we collected your PI.
- The Business Purposes or Commercial Purposes for our collecting or Selling your PI.
- The categories of third parties to whom we have shared your PI.
- A list of the categories of your PI disclosed for a Business Purpose and, for each, the categories of recipients, or that no disclosure occurred.
- A list of the categories of your PI sold and, for each, the categories of recipients, or that no sale occurred.

### **b) Specific Pieces (Transportable Copies)**

You may request to confirm if we are Processing your PI and, if we are, to obtain a transportable copy of your PI that we have collected and are maintaining, as required by applicable U.S. State Privacy Laws. If you wish to receive specific pieces of your PI, we will attempt to honor requests for specific pieces of your PI where reasonably possible. We have no obligation to re-identify information or to keep PI longer than we normally retain it or longer than we are required to under applicable law to comply with access requests.

## **iii. Do Not Sell / Share / Target for Advertising**

Various U.S. State Privacy Laws have broad and differing concepts of “Selling” PI for which an opt-out is required, with some states including PI transfers for non-monetary consideration and other states only including PI transfers for monetary consideration. California also has an opt-out from “Sharing” for Cross-Context Behavioral Advertising purposes (use of PI from different businesses or services to target advertisements across websites or apps). Other states have an opt-out of “Targeted Advertising” (defined differently, but also addressing tracking, profiling, and targeting of advertisements). We may Sell or Share your PI and/or use your PI for Targeted Advertising, as these terms apply under U.S. State Privacy Laws. However, we provide you with an opt-out of Sale/Sharing/Targeting that is intended to combine all of these various state opt-outs into a single opt-out available regardless of which U.S. State Privacy Law is applicable to your PI.

Ad Networks and other third parties may associate cookies and other Tracking Technologies that collect PI about you on the Services, or otherwise Collect and Process PI that we make available about you. We understand that making your PI available on or in connection with the Services, or otherwise, to third parties could be deemed a Sale and/or Share under some U.S. State Privacy Laws and thus we will treat such PI (e.g., cookie ID, IP address, and other online IDs and internet or other digital activity information) collected by third parties that are not limited to acting as our Service Provider (or Contractor or Processor), as a Sale and/or Share and subject to your right to make a Do Not Sell/Share/Target opt-out request. We will not Sell your PI, Share your PI for Cross-Context Behavioral Advertising, or Process your PI for Targeted Advertising if you make a Do Not Sell/Share/Target opt-out request as follows:

Opt-out for non-cookie PI: If you want to limit our Processing of your non-cookie PI (e.g., your email address or web browsing activity) for Targeted Advertising, or opt-out of the Sale/Sharing of such PI, you may make an opt-out request by emailing [weston@thetrailmarker.com](mailto:weston@thetrailmarker.com).

Opt-out for cookie PI: If you want to limit our Processing of your cookie-related PI for Targeted Advertising, or opt-out of the Sale/Sharing of such PI, you may exercise an opt-out request by emailing [weston@thetrailmarker.com](mailto:weston@thetrailmarker.com).

Opt-out preference signals ("OOPS", as they are known in California; also known as global privacy control or GPC): Some of the U.S. Privacy Laws require businesses to process OOPS or GPC signals, which are signals sent by a platform, technology, or mechanism, enabled by individuals on their devices or browsers, that communicate the individual's choice to opt-out of the Sale and Sharing of PI. To use an OOPS/GPC, you can download a compatible internet browser or a plugin for on your current internet browser and follow the settings to enable to OOPS/GPC. We have configured the settings of our consent management platform to receive and process OOPS/GPC signals on our website, as explained by our consent management platform [here](#). We process OOPS/GPC signals with respect to any Sales and Sharing of PI with third parties that may occur via cookies or other Tracking Technologies, as discussed above and apply it to the specific browser on which you enable OOPS/GPC. We do not: (1) charge a fee for use of our service if you have enabled OOPS/GPC; (2) change your experience with any product or service if you use OOPS/GPC, although it may affect our ability to accurately track your activities for crediting your account with qualified rewards; or (3) display a notification, pop-up, text, graphic, animation, sound, video, or any interstitial in response to the OOPS/GPC, except for indicating whether we recognize the signal.



We may disclose your PI for the following purposes, which are not a Sale or Share: (i) if you direct us to disclose PI; (ii) to comply with a Consumer rights request you submit to us; (iii) disclosures amongst TrailMarker and related entities, or as part of a Business Transaction; and (iv) as otherwise required or permitted by applicable law.

#### **iv. Right to Delete**

Except to the extent we have retention rights under applicable law, you may request that we delete your PI. Our retention rights include, without limitation:

- To complete transactions and services that you have requested;
- For security purposes;
- For legitimate internal Business Purposes (e.g., maintaining business records);
- To comply with law and to cooperate with law enforcement; and
- To exercise or defend legal claims.

Please also be aware that making a deletion request does not ensure complete or comprehensive removal or deletion of PI or content you may have posted.

Under certain U.S. State Privacy Laws, your deletion right may apply only to PI that we collected directly from you.

#### **v. Correct Your PI**

Consumers may bring inaccuracies they find in their PI that we maintain to our attention, and we will act upon such a report as required by applicable law.

You can also make changes to your PI in your online account in the account settings section of the account. That will not, however, necessarily change your PI in other places where we may maintain it.

### **C. How We Process Your Consumer Privacy Requests**

To submit a request to exercise your Consumer privacy rights, or to submit a request as an authorized agent, please email [weston@thetrailmarker.com](mailto:weston@thetrailmarker.com), and respond to any follow-up inquiries we make. To submit a Do Not Sell/Share/Targeting Request for cookie-related PI or the right to limit Sensitive PI processing, please email [weston@thetrailmarker.com](mailto:weston@thetrailmarker.com). Please be aware that we do not accept or process requests through other means (via phone, fax, chats, social media, etc.).

#### **i. Your Request Must be a Verifiable Consumer Request**

As permitted or required by applicable U.S. State Privacy Laws, any request you submit to us must be a **Verifiable Consumer Request**, meaning that when you make a request, we may ask you to provide verifying information, such as your name, e-mail, phone number and/or account information. We will review the information provided and may request additional information (e.g., transaction history) to ensure we are interacting with the correct individual. We will not fulfill your Right to Know (Categories), Right to Know (Specific Pieces), Right to Delete, or Right to

Correction request unless you have provided sufficient information for us to reasonably verify you are the Consumer about whom we collected PI. We do not verify opt-outs of Sell/Share/Target or Limitation of Sensitive PI requests unless we suspect fraud.

You are not required to create a password-protected account with us to make a Verifiable Consumer Request. If we suspect fraudulent or malicious activity on or from the password-protected account, we may decline a request or request that you provide further verifying information.

We verify each request as follows:

- *Right to Know (Categories) (available for California residents only)*: If you do not have a password-protected account, we verify your Request to Know Categories of PI to a reasonable degree of certainty, which may include matching at least two data points provided by you with data points maintained by us, which we have determined to be reliable for the purpose of verifying you. If we cannot do so, we will refer you to this Notice for a general description of our data practices.
- *Right to Know (Specific Pieces)*: If you do not have a password-protected account, we verify your Request To Know Specific Pieces of PI to a reasonably high degree of certainty, which may include matching at least three data points provided by you with data points maintained by us, which we have determined to be reliable for the purpose of verifying you together with a signed declaration under penalty of perjury that you are the Consumer whose PI is the subject of the request. If you fail to provide requested information, we will be unable to verify you sufficiently to honor your request, but we will then treat it as a Right to Know Categories Request if you are a California resident.
- *Do Not Sell/Share/Target & Limit Sensitive PI*: No specific verification required unless we suspect fraud.
- *Right to Delete*: If you do not have a password-protected account, we verify your Request to Delete to either (i) a reasonable degree of certainty, which may include matching at least two data points provided by you with data points maintained by us, or (ii) a reasonably high degree of certainty, which may include matching at least three data points provided by you with data points maintained by us, depending on the sensitivity of the PI and the risk of harm to the Consumer posed by unauthorized deletion. If we cannot verify you sufficiently to honor a deletion request, you can still make a Do Not Sell/Share/Target and/or Limit Sensitive PI request.
- *Correction*: If you do not have a password-protected account, we verify your Request to Correct PI to either (i) a reasonable degree of certainty, which may include matching at least two data points provided by you with data points maintained by us, or (ii) a reasonably high degree of certainty, which may include matching at least three data points provided by you with data points maintained by us, depending on the sensitivity of the PI and the risk of harm to the Consumer posed by unauthorized correction.

To protect Consumers, if we are unable to verify you sufficiently, we will be unable to honor your request. We will use PI provided in a Verifiable Consumer Request only to verify your identity or

authority to make the request and to track and document request responses, unless you also gave it to us for another purpose.

## **ii. Agent Requests**

Authorized agents may exercise rights on behalf of California Consumers, but we reserve the right to also verify the Consumer's identity directly as described above. Authorized agents must contact us by submitting a request by email at [weston@thetrailmarker.com](mailto:weston@thetrailmarker.com) and indicating in the open text field that they are submitting the request as an agent. We will require the agent to demonstrate authority to act on behalf of the Consumer by providing, for example, evidence of the agent's identity, proof of registration with the California Secretary of State (if the agent is a business), and at least one of the following evidencing proof of the agent's legal authority to act on behalf of the individual Consumer: (i) presenting a Power of Attorney granted under the Probate Code that we can reasonably verify; or (ii) signed permission by the Consumer.

We may also require the Consumer to verify their own identity directly with us and to directly confirm with us that they provided the authorized agent permission to submit the request.

In addition, residents of Colorado and Connecticut may use an agent to make an opt-out request subject to reasonable verification of agent authority and consumer identity.

In the absence of any of the general conditions detailed above, we are entitled to reject any request submitted through an agent. In addition, the agent is subject to the verification standards applicable to the type of request(s) made.

## **iii. Appeals (Colorado, Connecticut, and Virginia residents only)**

If you are a resident of Colorado, Connecticut, or Virginia, you may appeal TrailMarker's decision regarding a request by contacting us at [weston@thetrailmarker.com](mailto:weston@thetrailmarker.com) with the following subject line: "CRR Appeals Request".

## **iv. Our Responses**

Some PI that we maintain is insufficiently specific for us to be able to associate it with a Consumer (e.g., clickstream data tied only to a pseudonymous browser ID). We do not include that PI in response to those requests. If we deny a request, in whole or in part, we will explain the reasons in our response.

We will make commercially reasonable efforts to identify Consumer PI that we Process to respond to your Consumer request(s). In some cases, particularly with voluminous and/or typically irrelevant data, we may suggest you receive the most recent or a summary of your PI and give you the opportunity to elect whether you want the rest. We reserve the right to direct you to where you may access and copy responsive PI yourself. We may also refuse to act upon a request that is excessive, repetitive, unfounded, or overly burdensome.

Consistent with applicable U.S. State Privacy Laws and our interest in the security of your PI, we will not deliver to you your Social Security number, driver's license number, or other government-issued ID number, financial account number, an account password, or security questions or answers, in response to a Consumer privacy rights request; however, you may be able to access some of this information yourself through your account if you have an active account with us.

#### **D. Non-Discrimination/Non-Retaliation**

We will not discriminate or retaliate against you in a manner prohibited by applicable U.S. State Privacy Laws for your exercise of your Consumer privacy rights. We may charge a different price or rate, or offer a different level or quality of good or service, to the extent that doing so is reasonably related to the value of the applicable data.

#### **E. Notice of Financial Incentive Programs**

We may offer rewards or other benefits (“Incentives”) from time-to-time to Consumers that provide us with PI, such as name, phone number, e-mail address, IP address, or geo-location. You may opt-in to Incentives by subscribing to our Incentive programs we may offer from time-to-time. If you subsequently wish to withdraw from such programs, the method for doing so will be explained in the program Terms of Use, and you may do so at any time.

#### **F. Our Rights and the Rights of Others**

Notwithstanding anything to the contrary, we may collect, use and disclose your PI as required or permitted by applicable law and this may limit or affect your rights under U.S. State Privacy Laws. In addition, we are not required to honor your requests to the extent that doing so would infringe upon our or another person’s rights or conflict with applicable law.

#### **G. Additional Notices for California Residents**

This Notice provides additional information on our online practices and the rights of California residents related to the Services.

##### **i. California Minors Erasure**

If you are a California resident under eighteen (18) years of age who has posted content or information on the Services, you can request removal by contacting us at the mailing address set forth in the How to [Contact Us](#) section of the Privacy Policy detailing where the content or information is posted and attesting that you posted it. We will then make reasonably good faith efforts to remove the post from prospective public view or anonymize it so you cannot be individually identified to the extent required by applicable law. This removal process cannot ensure complete or comprehensive removal. For instance, third parties may have republished or archived content by search engines and other means that we do not control.

##### **ii. Affirmative Opt-In for Sale or Sharing of PI of California Residents Under 16 Years of Age**

We do not knowingly Sell or Share the PI of California residents under the age of sixteen (16), unless we receive affirmative opt-in authorization from (i) the under-16 California resident if he or she is at least 13 years of age, or (ii) the parent or guardian of the California resident if he or she is less than 13 years of age. If you think we may have unknowingly Sold or Shared PI of a California resident under 16 years of age without the appropriate affirmative opt-in authorization, please report that to us as described in the How to [Contact Us](#) section above.

### **iii. Shine the Light**

We provide California residents with the option to opt-out of sharing of “personal information,” as defined by California’s “Shine the Light” law, with third parties (other than with TrailMarker affiliates) for such third parties own direct marketing purposes. California residents may exercise this opt-out, request information about our Shine the Light law compliance, and/or obtain a disclosure of third parties we have shared information with and the categories of information shared. California residents may make such a request, or inquire further about our compliance with this law, by emailing [weston@thetrailmarker.com](mailto:weston@thetrailmarker.com) or mailing us at the address set forth in the How to [Contact Us](#) section above. You must put the statement “Shine the Light Request” in the body of your correspondence. In your request, please attest to the fact that you are a California resident and provide a current California address for your response. This right is different than, and in addition to, CCPA rights, and must be requested separately. We are only required to respond to one request per person each year. We are not required to respond to requests made by means other than through the provided e-mail address or mailing address (requests by phone, fax, chats, social media, etc.). We are not responsible for requests that are incomplete or not labeled and sent properly.

## **Appendix B**

### **NON-U.S. RESIDENT PRIVACY NOTICE**

#### **Role and Data Controller Contact Details**

The General Data Protection Regulation (“GDPR”) and other related laws distinguish between organizations that process PII for their own purposes (known as “controllers”) and organizations that process PII on behalf of other organizations (known as “processors”).

We act as a controller with respect to PII collected from you as you engage with the Services. If you have questions with respect to our processing of your information as a controller, you can contact us by email at the email address set forth in the Privacy Policy section entitled “How to Contact Us”.

#### **Lawful Basis for Processing**

The GDPR and related laws require a “lawful basis” for processing PII. Our lawful bases include the following:

- **Consent:** We may collect, use, and disclose your PII on the basis of the consent that you provide us at the point of information collection or disclosure.
- **Contractual necessity:** We may collect and use certain PII where it is either necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract. This may include PII used to provide you with the Services and related transaction information.
- **Compliance with a legal obligation:** We are subject to various legal requirements in the jurisdictions in which we operate, and we may use, disclose, and retain your PII if necessary for us to comply with a legal obligation arising under an applicable law to which we are subject.
- **Legitimate interests:** We may collect and use your PII to the extent necessary to carry out our legitimate interests (or those of a third party), provided that such interests do not outweigh your interests or fundamental rights and freedoms. For example, we may collect and use your PII in reliance on a legitimate interest in managing our relationship with you; conducting and managing our business; providing you with customer support; developing and enhancing the Services; detecting and preventing fraud and other harmful activities; and monitoring and maintaining the security of our information, systems, and networks.

#### **Onward Transfer**

TrailMarker is a global business and it, or its service providers, may process, transfer, and store PII on servers located in a number of countries inside of the EEA (e.g., Germany) and

UK or outside of the EEA and UK, including in the United States. Since we are committed to protecting your PII, we take steps to ensure that there are appropriate safeguards in place when we transfer PII across international borders. If the GDPR applies and your data is transferred outside the UK or the EEA to the United States or any other country, we will transfer your PII subject to appropriate safeguards, such as an adequacy decision by the European Commission on the basis of Article 45 of Regulation (EU) 2016/679 or Standard Contractual Clauses, as provided from time to time by the European Commission. You can receive additional information about where your PII is transferred and the appropriate safeguards by contacting us.

### **Your Data Subject Rights**

Your Rights. If you are a data subject under the GDPR or similar jurisdictions, subject to certain conditions, you have the right to:

- Access, rectify, or erase any PII we process about you;
- Data portability – that is, asking us to transfer your PII to any third party of your choice;
- Restrict or object to our processing of your PII; and
- Where applicable, withdraw your consent at any time for any processing of your PII.

Please see “*Your Legal Rights*” in the Privacy Policy for more information on how to exercise these rights.

### **Complaints**

If you have a complaint about our use of your PII or our response to your request(s) regarding your PII, you may submit a complaint to the Data Protection Supervisory Authority in your jurisdiction. We would, however, appreciate the opportunity to address your concerns before you approach a data protection regulator and welcome you to first direct an inquiry to us. You may us at the email address or mailing address under the “How To Contact Us” section of the Privacy Policy.