

AIMTELL PRIVACY POLICY
EFFECTIVE DATE: February 01, 2018

1. INTRODUCTION

1.1. PURPOSE OF THIS POLICY. Aimtell, Inc. (“us,” “we,” “our,” “Aimtell”, or “Company”) is committed to respecting the privacy rights of its customers, visitors, and other users of its website, www.aimtell.com, mobile application, features, products, and services (individually and collectively, the “Site”). We created this Privacy Policy (this “Policy”) to give you confidence as you visit and use the Site, since we know that you care how information about you is used and shared.

1.2. CONSENT. By visiting or browsing the Site, you consent to Aimtell’s collection, use, storage, deletion, transfer to the United States, and disclosure of personal information relating to you as set forth in this Privacy Policy.

1.3 SCOPE. This Privacy Policy answers the following questions:

- What information do we collect about you and how do we use it?
- Will we share your personal information with third parties?
- What choices do you have about the collection and use of your personal information?
- What security measures do we take to safeguard your personal information?

2. INFORMATION COLLECTION PRACTICES

2.1. WHAT BASIC INFORMATION DOES AIMTELL COLLECT?

(a) PERSONAL INFORMATION. In operating the Site, we may include registration, logins, online surveys, promotion entries and other online forms that ask users to provide certain information that can be used to identify or contact them (“Personal Information”). Personal Information includes the following categories of information: (1) “Contact and Identifying Information”, such as a user’s first and last name, e-mail address, mailing address, shipping address, zip code, photograph, geolocational information, and phone number; (2) “Account Information”, such as a username, password, and password reminder questions and answers; (3) “Demographic Information”, such as gender, ethnicity, age, marital status, and date of birth; and, (4) “Financial Information”, such as credit or debit card information, annual income, and identity verification information, which is required to purchase products that we offer through the Site.

In addition, if you communicate with us by e-mail or otherwise complete online forms, surveys, or promotion entries, any Personal Information provided in such communication may be collected by us.

2.2. WHAT ADDITIONAL INFORMATION DOES AIMTELL COLLECT?

(a) **AUTOMATIC COLLECTION.** Our servers automatically recognize visitors' access times and length of use of the Site. The Site may also gather anonymous "traffic data" that does not personally identify you, but that may be helpful for marketing purposes or for improving your experience on the Site.

(b) **COOKIES.** The Site uses the standard "cookies" feature of major browser applications that allows us to recognize your browser and store a small piece of data on your computer or device about your visit to our Site. We do not set any personally identifiable information in cookies. In general, cookies help us to remember certain information, to learn which areas of the Site are useful and which areas of the Site we can improve, to keep track of promotions and advertising, tailor advertisements to users' interests, keep you logged in, track your shopping cart, tailor website content to your interests, and to make it easier for you to navigate the Site.

You can choose whether to accept cookies by changing the settings on your browser. However, if you choose to disable this function, your experience at the Site may be diminished and some features may not work as they were intended. For instance, without cookies you may not be able to add items to your shopping cart, purchase products, or "follow" your favorite teams, players, or celebrities.

3. USE AND SHARING OF COLLECTED INFORMATION

3.1. WHAT DOES AIMTELL DO WITH COLLECTED INFORMATION?

(a) **PERSONAL INFORMATION.** We may use your personally identifiable information for all legal purposes.

For example, we may use your Personal Information: (1) to verify your identity; (2) to send you commercial or marketing messages; (3) to process orders; (4) to bill you for products and services; (5) to follow up with specific transactions initiated on the Site; (6) to contact you for customer or technical support; (7) to conduct internal research and reporting; (8) to monitor and improve use of the Site; (9) to improve our products and services; (10) to customize and tailor your experience on the Site; (11) to deliver content specific to your interests; (12) to deliver targeted advertisements; (13) to conduct sweepstakes, contests and other promotions; (14) to enable you to use certain features and functions on the Site; (15) to respond to your comments, questions, or inquiries; or (16) to thank you for feedback to us.

In addition, we may use your Personal Information in the following ways:

(1) *Significant Announcements.* If you are a registered user of the Site, we may use your registered name and e-mail address information to inform you via e-mail message of any significant changes to the Site or Company, to any user account you may create, or other significant information that may affect your use of the Site. We may also communicate with you about privacy, security or administrative issues relating to your use of the Site. You cannot opt-out of these kinds of e-mail messages.

(2) *Product Information and Sales Promotions.* We may use your e-mail address information that you provide on the Site to contact you about product and service offers from us.

(3) *Mobile Communications.* If you choose to opt-in, we may also use your mobile phone number information that you provide on the Site to send you product information, sales promotions, notifications, or other services from us.

(4) *Push Communications*. If you choose to opt-in, we may also use browser notifications to send you product information, sales promotions, notifications, or other services from us.

(5) *Special Sales Promotions from Third Parties*. From time to time, we may use your email address information to let you know of special sales promotions from our business partners and other companies.

If you do not wish to receive these kinds of communications from us, you can opt-out by un-checking the appropriate e-mail announcement boxes during registration, by changing your user account, by e-mailing us at support@aimtell.com. In addition, you will have regular opportunities to opt-out of receiving such information from us by following the unsubscribe instructions in e-mail messages or mobile communications we may send to you.

(b) ANONYMOUS INFORMATION. We use anonymous information to analyze our Site traffic and usage information, record transactions, and gather demographic information, but we do not examine this information for individually identifying information. In addition, we may use anonymous IP addresses and unique identifiers to help diagnose problems with our server, to administer the Site, or to display content according to your preferences.

We may make your personal information non-personally identifiable by either combining it with information about other users (aggregating your personal information with information about other users), or by removing characteristics (such as your name or email address) that make the information personally identifiable. This process is known as de-personalizing your information. You grant us a royalty-free, worldwide, perpetual, irrevocable and fully transferable right and license to use your personal information in connection with the creation and development of analytical and statistical analysis tools relating to the use of the customer data we collect on the Site (the “**Analytical Data**”).

(c) USE OF COOKIES. We may use cookies (1) to deliver content specific to your interests; (2) to save your password so you don’t have to re-enter it each time you visit the Site; (3) to help us remember and process items in your shopping cart; (4) to measure effectiveness of the Site, products, services and advertising; (5) to keep track of promotions and advertising; (6) to improve navigation and areas of the Site; (7) to promote trust and safety on the Site; or (8) to provide features and services that are available only through the use of cookies. From time to time, some business partners and advertisers may use cookies on the Site. We do not have access to or control over information collected by use of these cookies.

(d) “DO NOT TRACK” COMPLIANCE. In compliance with California legislation, AB370, effective January 1, 2014, Aimtell practices in responding to “do not track” signals and collecting user information over time and across a network of websites when you visit the Site are described below. We honor the request of “do not track” signals sent by your browser when you visit the Site and do not collect user information about your online activities over time and across different websites or authorize third parties to do so.

3.2. WHEN DOES AIMTELL SHARE INFORMATION?

(a) **DISCLOSURE OF INFORMATION FOR LEGAL REASONS.** We may disclose Personal Information and information concerning your use of the Site if required to do so by law or in the good-faith belief that such action is necessary (1) to conform to the edicts of the law or comply with legal process served on Aimtell or its parent company, subsidiaries or affiliates (for example, pursuant to a statutory demand, subpoena, warrant or court order), (2) to protect and defend the rights or property of Aimtell or the users of the Site, (3) to protect against fraudulent, abusive or unlawful use of the Site, (4) to enforce any contract between you and Aimtell, or (5) to act under what Aimtell reasonably believes to be exigent circumstances to protect the safety of the public or users of the Site.

(b) **DISCLOSURE OF INFORMATION FOR PURPOSES RELATED TO THE SITE, PRODUCTS, AND SERVICES.** We may use an outside shipping company to ship orders, a credit card company or payment processor to process payments for products and services, and other business partners to perform core services (such as hosting, billing, fulfillment, or data storage and security) related to our operation of the Site. Any of these various third parties may be authorized to use your Personal Information in accordance with our contractual arrangements with such third parties and in accordance with their own privacy policies, over which we have no control, and you agree that we are not responsible or liable for any of their actions or omission. We authorize these third parties to only access and use your information to perform their functions.

Aimtell may partner with other third parties to provide specific products and services. When you sign up for such products or services, we will share your Contact Information that is necessary for the third party to provide these products or services. We do not authorize the third party to use personally identifiable information except for the purpose related to these products or services.

We may also contract with third-party service providers to assist us in better understanding our Site visitors. These service providers are not authorized to use the information collected on our behalf except to help us conduct and improve our business. Traffic, usage, transaction and demographic information may also be shared with business partners, advertisers and others on an aggregate and anonymous basis.

(c) **SWEEPSTAKES, CONTESTS, AND PROMOTIONS.** We may offer sweepstakes, contests, and other promotions (any, a "Promotion") that may require registration. By participating in a Promotion, you agree to the terms, conditions or official rules that govern that Promotion, which may contain specific requirements of you, including, except where prohibited by law, allowing the sponsor(s) of the Promotion to use your name, voice, likeness or other recognizable aspect of persona in advertising, promotion or marketing associated with the Promotion. If you choose to enter a Promotion, Personal Information may be disclosed to third parties or the public in connection with the administration of such Promotion, including, without limitation, in connection with winner selection, prize fulfillment, and as required by law or permitted by the Promotion's official rules, such as on a winners list.

(d) **BUSINESS TRANSFERS.** In order to accommodate changes in our business, we may merge with companies, or sell or buy companies or assets of companies, including the information collected through the Site. If Aimtell, a line of business of Aimtell, or substantially all the assets of Aimtell is acquired, customer information will be one of the assets transferred to the acquirer.

Aimtell reserves the right to disclose and transfer all information collected through the Site: (1) to a subsequent owner, co-owner or operator of the Site or applicable database; or (2) in connection with a corporate merger, consolidation, restructuring, the sale of certain of Aimtell ownership interests, assets, or both, or other company change, including, without limitation, during the course of any due diligence process. In addition, Aimtell may share the information collected through the Site with its parent

company, subsidiaries, and affiliates, primarily for business and operational purposes. Should such an event occur, Aimtell will use reasonable means to notify you through a prominent notice on the Site. By sharing your personal information with Aimtell, you are giving Aimtell consent to transfer your personal information to a third party in an asset transfer described here.

(e) COMPANY FEATURES. We will display your personal information in your profile page and elsewhere on the Site according to the preferences you set in your account. Any information you choose to provide should reflect how much you want others to know about you. Please consider carefully what information you disclose in your profile page and your desired level of anonymity. We may also share or disclose your information if, for example, you use a third party application to access your account. Through certain features of the Site, you may also have the ability to make some of your information public. Public information may be broadly and quickly disseminated.

4. SECURITY

The personal information that you provide to us is stored on servers that are located in secured facilities and protected by protocols and procedures designed to ensure the security of such information. In addition, Company employees and agents who have access to your personal information are trained in the maintenance and security of that information. However, no server, computer or communications network or system, or data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect user information, we cannot ensure or warrant the security of any information you transmit to us or through the Site and you acknowledge and agree that you provide such information and engage in such transmissions at your own risk. Once we receive a transmission from you, we will endeavor to maintain its security on our systems.

5. CONTROL OF AND ACCESS TO INFORMATION

5.1 CORRECTIONS AND UPDATES OF PERSONAL INFORMATION. We maintain a procedure in order to help you confirm that your Personal Information remains correct and up-to-date. Following registration, you can sign in to your user account and visit your personal profile page. At your personal profile page, you can deactivate your user account, or review and update your personalized preferences and registration information, such as: name, mailing address, shipping address, e-mail address, password, and e-mail notification settings. Many of the mailings Aimtell may send you, such as newsletters, have procedures within them to “unsubscribe” from any future mailings.

You can also request that we correct, update or remove information about you from our database by contacting us at the contact information provided below in Section 6.1.

We may retain in our files information you have requested be removed from our active databases for certain purposes, such as to resolve disputes, troubleshoot problems and enforce our terms and conditions. Further, such prior information may never be completely removed from our databases due to technical and legal constraints, including stored “back up” systems. Therefore, you should not expect that all of your personally identifiable information to be completely removed from our databases in response to any request you may submit.

5.2. LOST OR STOLEN INFORMATION. If you lose control of your password, you may lose substantial control over your personally identifiable information and may be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised in any way, you should immediately change your password.

5.3. NO REQUIREMENT TO PROVIDE INFORMATION TO USE THE SITE. You acknowledge and agree that any information or content that you post to the Site is public, not private, and that you have no expectation of privacy with regard to such information and content. If you choose to make any of your personally identifiable or other information publicly available through or in connection with your use of the Site, you do so at your own risk. Because any information that you post to the Site may be seen and used by others, Aimtell encourages you not to disclose any personally identifiable information through your posts to the Site.

6. CONTACT INFORMATION AND POLICY UPDATES

6.1. CONTACTING US.

If you have any questions about this Policy, our practices related to this Site, or if you would like to have us correct, update or remove your information from our database, please feel contact us via email at support@aimtell.com.

6.2. POLICY UPDATES AND CHANGES.

If we decide, at any time, to add to, change, update, or modify this Policy, we will post such change, update, or modification on this page and update the "Effective Date." Any such change, update, or modification will be effective immediately upon posting the updated Policy. We will notify you of any material changes to the Policy by placing a notice on the Site or sending a notice to the primary email address specified in your user account. It is your responsibility to review this Policy when visiting the Site to ensure that you continue to agree with all of its terms. If at any point you do not agree to any portion of the Privacy Policy then in effect, you must immediately stop using the Site.

7. YOUR CALIFORNIA PRIVACY RIGHTS

Residents of the State of California, under the California Civil Code, have the right to request from companies conducting business in California a list of all third parties to which Aimtell has disclosed personal information during the preceding year for direct marketing purposes and a disclosure of the shared information. Alternatively, the law provides that if the company has a privacy policy that provides you with an "opt-out" choice for use of your personal information by third parties for direct marketing purposes, Aimtell may instead provide you with information on how to exercise your disclosure choice options.

The Site qualifies for the alternative option. This Policy provides you with information on how you may opt-out from the use of your personal information by third parties for direct marketing purposes. Therefore, we are not required to maintain or disclose a list of the third parties that received your personal information during the preceding year for direct marketing purposes.

If you are a California resident and request information about how to exercise your third party disclosure choices, please send a request to the following e-mail address: support@aimtell.com Please include "Aimtell - California Privacy Rights" in the Subject line of your email.

8. VISITORS FROM OUTSIDE THE UNITED STATES

The Site's offices are located in the United States. If you visit the Site from another country, please be aware that information you provide to us or that we obtain as a result of your use of the Site may be processed in and transferred to the United States and will be subject to U.S. law. U.S. privacy and data protection laws may not be equivalent to the laws in your country of residence. By using the Site, you consent to the collection, transfer, storage, and processing of information to and in the United States.

9. GOVERNING LAW

This Privacy Statement is governed by, and construed under, the laws of the United States of America and the laws of the State of California, excluding its choice of law provisions.

Mediation

You agree that, in the event any dispute or claim arises out of or relating to this Privacy Statement, you and Airtell will attempt in good faith to negotiate a written resolution of the matter directly between the parties. You agree that if the matter remains unresolved for forty-five (45) days after notification (via certified mail or personal delivery) that a dispute exists, all parties shall join in mediation services in Los Angeles, California with a mutually agreed mediator in an attempt to resolve the dispute. Should you file any arbitration claims, or any administrative or legal actions without first having attempted to resolve the matter by mediation, then you agree that you will not be entitled to recover attorneys' fees, even if you would otherwise be entitled to them.

10. EU-US Privacy Shield

Airtell Inc. participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework. We are committed to subjecting all personal data received from European Union (EU) member countries, in reliance on the Privacy Shield Framework, to the Framework's applicable Principles.

Airtell, Inc. is subject to the investigatory and enforcement powers of the FTC. In cases of onward transfer to third parties of data of EU individuals received pursuant to the EU-US Privacy Shield, Airtell, Inc. is potentially liable. Under certain conditions, more fully described on the Privacy Shield website, you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern.

In compliance with the Privacy Shield Principles, Airtell commits to resolve complaints about our collection or use of your personal information. EU individuals with inquiries or complaints regarding our Privacy Shield policy should first contact Airtell at compliance@airtell.com.

Airtell has further committed to refer unresolved Privacy Shield complaints to JAMS, an alternative dispute resolution provider located in the United States. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please contact or visit <https://www.jamsadr.com/file-an-eu-us-privacy-shield-or-safe-harbor-claim> for more information or to file a complaint. The services of JAMS are provided at no cost to you.

To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>

11. TERMS OF USE

Please read the Terms of Use governing the use of the Site available at aimtell.com/terms.