

## **StressPal Privacy Policy**

Updated September 1, 2020

Welcome to the StressPal Website. The StressPal Website is owned and operated by StressPal, Inc (“StressPal”).

At StressPal, your privacy is of the utmost importance to us. To provide our users with the highest levels of data protection, as well as assurance that we will not misuse your information, StressPal Frontline is compliant with the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA) as stated below.

This Privacy Policy governs the use of the StressPal Website. When using or accessing the StressPal Website, you are agreeing to be bound to the terms within this Privacy Policy and the Terms of Use policy. This policy may refer to users as “you” or “user” and may refer to StressPal as “us,” “we,” or “our.” If you do not agree to the terms within this Privacy Policy and the corresponding Terms of Use, do not access or use the StressPal Website.

Please read this Privacy Policy carefully to understand our policies and practices regarding your personal information and how we will treat it. If you do not agree with the terms of this Privacy Policy, please do not use our website and services.

### **INFORMATION COLLECTED AND STORED BY StressPal**

In order to carry out the services of StressPal and to provide a great user experience, we will collect and store the following information about you:

***Personal Information, that may be used to identify you as an individual*** (Personal information is any information related to an identified or identifiable natural person).

- First and Last Name;
- Profile Picture or Avatar;
- Profile Information from Third-Party Social Media and Payment Websites;
- Your Email Address;
- IP Address
- anonymous website activity logs

***Other information that may be linked to personal information.***

- Content You Post Publicly or Privately on Your StressPal Account;
- Searches Completed through the Website;
- Preference Settings;
- Stored Information or Files Created or Stored on Website Through Your Account;
- Any Emails You Send to StressPal;
- Times of Access to Website;
- Website that Referred to StressPal;
- Your Operating System Type

### **HOW WE COLLECT YOUR PERSONAL INFORMATION.**

StressPal collects personal information from you upon your registration for our services and upon your log in. We collect any additional information about you when you interact with us electronically or in person, when you access our website and when we provide our services to you.

It may not be readily apparent to you when such data is being collected. For instance, when you visit our website, your IP address is collected so that we know where to send information you are requesting. An IP address is a number that is used by computers on the network to identify your computer every time you log on to the Internet.

### **WHY WE COLLECT YOUR PERSONAL INFORMATION.**

We process your personal information because we have a contractual obligation with you. Once you create an account to use our Website and services, and agree to our terms of service, a contract is formed between you and us. In order to carry out our contractual obligations we need to process the information you provide, which also includes personal information. Even if there is no direct contractual obligation between us, we may process your information based on your explicit consent you have provided (to us or a third-party data controller) for the processing of that information.

### **HOW WE USE YOUR PERSONAL INFORMATION.**

We will use the personal information collected from you:

- to administer your account with us and provide you with our services;
- to respond to your inquiries and deliver reminder e-mails to you;
- to provide you with information regarding updates and changes to our Website, our Terms of Service or any services we offer or provide through it;
- to improve our product and services;
- to provide personalized experience for you upon use of our services;

Additionally, we may use anonymized information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

### **DISCLOSURE OF PERSONAL INFORMATION.**

We will not disclose your personal information to any third parties and we do not share, sell, rent, or trade your personal information with third parties for their commercial purposes, however, we reserve the right to disclose information about you to third parties to third-parties for assistance in improving the StressPal products and services. Additionally, we may disclose personal and non-personally identifiable information with third parties service providers, engaged by us to provide technical support, hosting services, testing, network security or statistical services, any such disclosure will be subject to confidentiality obligations.

StressPal may also disclose information about you to third-parties where we have a good faith belief that such disclosure is necessary in order to: (i) protect, enforce, or defend the legal rights, privacy, safety, or property of StressPal, our affiliates or their employees, agents and contractors (including enforcement of our agreements and our terms of use); (ii) protect the safety, privacy, and security of users of the StressPal employees, owners, or members of the public; (iii) protect against fraud or for risk management purposes; (iv) comply with the law or legal process; or (v) respond to requests from public and government authorities.

StressPal may use third-party payment processor including Stripe for payment transactions. Please visit the Stripe website ([www.stripe.com](http://www.stripe.com)) for their privacy and terms of use policies as all payment transactions are governed by them.

## **HOW LONG WE KEEP YOUR INFORMATION.**

We will keep your personal information for as long as you use our website and services. You have the right to request that your personal information is permanently removed from our system and database at any time. We will accommodate such requests within 45 (forty-five) days or less. You can e-mail such requests for permanent removal to [training@stresspal.com](mailto:training@stresspal.com).

## **RIGHT TO ACCESS AND CONTROL YOUR DATA**

We provide you with many choices about the collection, use and sharing of your data, from deleting or correcting data you include in your profile and controlling the visibility of your posts and communication controls. We will provide you with access to your personal information that we store and allow you to:

- 1) Delete your data - you can request that we erase or delete all or some of your personal data (e.g., if it is no longer necessary to provide Services to you);
- 2) Change or correct your data - you have the option to edit some of your personal data through your account. You can also ask us to change, update or fix your data in certain cases, particularly if it's inaccurate;
- 3) Object to, or limit or restrict, use of data - you can ask us to stop using all or some of your personal data (e.g., if we have no legal right to keep using it) or to limit our use of it (e.g., if your personal data is inaccurate or unlawfully held);
- 4) Right to access and/or take your data - you can ask us for a copy of your personal data and can ask for a copy of personal data you provided in machine readable form.
5. We provide our California consumers with detailed information about the categories of personal information you have collected in the past 12 months.

You may send us an e-mail at [training@stresspal.com](mailto:training@stresspal.com) to request any or all of the above.

## **COOKIES AND TRACKING TECHNOLOGIES.**

We collect information about you using "cookies." Cookies are small data files stored on your hard drive by a website. The cookies that we use are for authentication purposes (to facilitate your log-in) and session cookies (to recognize your preferences while navigating through the website). Usually the information that we collect automatically through cookies is statistical data and cannot be used to identify you as an individual. It helps us to improve our website and to deliver a better and more personalized service.

Additionally, there might be third party cookies used on our website by third party advertisers, those cookies are not related to your profile, they cannot identify who you are and therefore are not linked to your personal data.

When you first visit our site, we ask you whether you wish us to use cookies. If you choose not to accept them, we shall not use them for your visit except to record that you have not consented to their use for any other purpose. If you choose not to use cookies or you prevent their use through your browser settings, you will not be able to use all the functionality of our site.

## **SECURITY OF YOUR PERSONAL INFORMATION.**

StressPal is committed to ensuring that the information you provide to us is secure from accidental loss and from unauthorized access, use, alteration and disclosure. We have implemented suitable physical, electronic and managerial procedures to safeguard and secure information and protect it from misuse, interference, loss and unauthorized access, modification and disclosure.

- All information you provide to us is stored, if at all, on a secure database behind a Virtual Private Network;
- All passwords are stored in an encrypted form;
- We restrict access to personal information to employees, contractors and agents who need to know that information in order to operate, develop or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination, if they fail to meet these obligations;
- We back up all client data in multiple data centers enabling speedy recovery in case of a disaster;]
- Whenever possible we will make sure we pseudonymise all personal or related data.

The safety and security of your information also depends on you. Where we have given you a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Website like message boards. The information you share in public areas may be viewed by any user of the Website.

## **COMMERICAL AND NON-COMMERICAL COMMUNICATION**

By providing information to the Website, such as signing up for a newsletter or an account, you have agreed to receive e-mail communication from us. However, you may unsubscribe from certain communications by notifying StressPal that you no longer wish to receive solicitations or commercial information. StressPal will remove you from the database, where you have the right to request this under the Privacy Policy, Terms of Use, or applicable law, or where StressPal voluntarily decides to grant the request.

## **CHILDREN'S ONLINE PRIVACY PROTECTION ACT**

The StressPal Website is directed to adults, over the age of 18. StressPal does not knowingly collect information from children under 13 years of age or have any reasonable grounds for believing that persons under the age of 13 are accessing the Website. If StressPal discovers any inadvertently collected Personal Information of a person under the age of 13, that information will be swiftly deleted from its' records. If you believe that StressPal may have any information from a person under age 13, please contact StressPal at: [training@stresspal.com](mailto:training@stresspal.com).

## **YOUR CALIFORNIA PRIVACY RIGHTS**

StressPal welcomes residents of the State of California to use its Website, and complies with the California Business and Professions Code §§ 22575-22579. If you are a California resident you may request certain information regarding our disclosure of personal information to any third parties for their direct marketing purposes. Please send a written request to StressPal, Inc., 1020 B Street, San Rafael, CA 94901.

## **CHANGES TO THIS PRIVACY POLICY**

We reserve the right to make changes to this privacy policy at any time. If we change our privacy policy, we will notify you via email sent to the email address you provide at the time of registration as well as post an updated version of this Privacy Policy on our website so that you and other users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. Changes will not apply retroactively and changes addressing new functions for a service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms, you should discontinue your use of the Website. Your continued use of the after any such changes constitutes your acceptance of the new Privacy Policy. You should also check back from time to time to ensure you are aware of any changes. Under California Consumer Privacy Act we will be reviewing this Privacy Policy every 12 months.

## **CONTACT INFORMATION**

If you have any questions, comments, complaints or concerns regarding this Privacy Policy, you can contact us anytime through at the following address: 1020 B Street, San Rafael, CA 94901, and/or [training@stresspal.com](mailto:training@stresspal.com). We take complaints very seriously and will respond shortly after receiving written notice of your complaint.

## **PRIVACY NOTICE FOR CALIFORNIA RESIDENTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT.**

Effective date: September 1, 2020

Last Reviewed: September 1, 2020

This Privacy Notice for California residents supplements the information contained in our privacy policy above and applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this notice.

**1. Categories of Information We Collect.** Our Website collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("personal information"). In particular, our website has collected the following categories of personal information from its consumers within the last twelve (12) months:

(1). Identifiers, such as: names, e-mail addresses, Internet Protocol addresses, or other similar identifiers.

Collected: [ YES ]

(2) Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)) such as: a name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.

Collected: [ YES ]

(3) Protected classification characteristics under California or federal law such as: Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

Collected: [ YES ]

(4) commercial information obtained, purchased or considered, such as records of personal property, records of products or services purchased or other purchasing or use histories or tendencies

Collected: [ YES ]

(5) Biometric information

Collected: [ YES ]

(6) Activity information relating to internet or other electronic networks such as browsing or searching history, or interaction with a website, ad or app

Collected: [ NO ]

(7) Geolocation information

Collected: [ NO ]

(8) Audio, visual, thermal, electronic, olfactory or other similar information

Collected: [ NO ]

(9) Information related to employment or other professional standings

Collected: [ YES ]

(10) Information related to education

Collected: [ YES ]

(11) Any inferences drawn using any of the above information in order to profile a consumer and reflect the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes.

Collected: [ NO ]

**2. Under this Privacy Policy, personal information does not include:**

- Publicly available information from government records.

- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope and covered by certain sector-specific privacy laws, including but not limited to Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data; the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

**3. We obtain the categories of personal information listed above from the following categories of sources:**

- Directly from you. For example, from forms you complete on our website.
- Indirectly from you. For example, from observing your actions on our website or interactions with our advertisers.
- From social media websites that you use to log in or subscribe

**4. Use of Personal Information.** We may use, or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the information. For example, if you share your name and contact information to request a price quote or ask a question about our products or services, we will use that personal information to respond to your inquiry. If you provide your personal information to purchase a product or service, we will use that information to process your payment and facilitate delivery. We may also save your information to facilitate new product orders or process returns.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

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

- We share your personal information with the following categories of third parties:
  - Payment processors (e.g. Paypal, Stripe) for the purposes of facilitating a payment
  - Google Analytics for website metrics

- Hosting such as Amazon Web Services. However, we don't explicitly share any information with web service provider.

- Disclosures of Personal Information for a Business Purpose. In the preceding twelve (12) months, StressPal has not explicitly disclosed personal information for a business purpose.

- Sales of Personal Information in the preceding twelve (12) months – StressPal has not sold personal information in the preceding twelve (12) months.

**6. Your Rights and Choices.** The CCPA provides California residents with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

(1) Access to Specific Information and Data Portability Rights. You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.

- The categories of sources for the personal information we collected about you.

- Our business or commercial purpose for collecting or selling that personal information.

- The categories of third parties with whom we share that personal information.

- The specific pieces of personal information we collected about you (also called a data portability request).

- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing: (i) sales, identifying the personal information categories that each category of recipient purchased; and (ii) disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

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

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

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

- Debug products to identify and repair errors that impair existing intended functionality.



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

(3) Exercising Access, Data Portability, and Deletion Rights. To exercise the access, data portability, and deletion rights described above, you need to submit a verifiable consumer request to us by sending us a message to our customer service at [training@stresspal.com](mailto:training@stresspal.com). Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

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

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.
- We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

(4) Response Timing and Format. We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time, we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable

and should allow you to transmit the information from one entity to another entity without hindrance, specifically by electronic mail communication.

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

**7. Personal Information Sales Opt-Out and Opt-In Rights.** If you are 16 years of age or older, you have the right to direct us to not sell your personal information at any time (the "right to opt-out"). We do not sell the personal information of consumers we actually know are less than 16 years of age, unless we receive affirmative authorization (the "right to opt-in") from either the consumer who is between 13 and 16 years of age, or the parent or guardian of a consumer less than 13 years of age. Consumers who opt-in to personal information sales may opt-out of future sales at any time. To exercise the right to opt-out, you (or your authorized representative) may submit a request to us at: [training@stresspal.com](mailto:training@stresspal.com).

Once you make an opt-out request, we will wait at least twelve (12) months before asking you to reauthorize personal information sales. However, you may change your mind and opt back into personal information sales at any time by visiting our website and sending us a message. We will only use personal information provided in an opt-out request to review and comply with the request.

**8. Non-Discrimination.** We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

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

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

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please e-mail us at: [training@stresspal.com](mailto:training@stresspal.com).

Last Updated: September 1, 2020