### WEBSITE TERMS AND CONDITIONS OF USE

#### FIRE READY CONSULTANTS LLC ("Owner") WELCOMES YOU TO [DOMAIN].[TLD].

Fire Ready Consultants LLC is Michigan limited liability company which offers education, advice and products focused on residential fire safety and prevention.

WE ASK THAT YOU READ THE FOLLOWING TERMS OF USE, WHICH CONSTITUTE A LICENSE THAT COVERS YOUR USE OF THIS WEBSITE AND ANY TRANSACTIONS THAT YOU ENGAGE IN THROUGH THIS WEBSITE (AGREEMENT). BY ACCESSING, VIEWING, OR USING THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT USE THIS WEBSITE.

#### **USE OF WEBSITE**

This Website is provided solely for the use of current and potential future customers of Fire Ready Consultants to provide you with information about our company, to permit you to use our services and to enable you to contact us with any questions or comments that you may have. Any other use of this Website is prohibited. By way of example, you should not use any features of this Website that permit communications or postings to post, transmit, display, or otherwise communicate

- any defamatory, threatening, obscene, harassing, or otherwise unlawful information;
- any advertisement, solicitation, spam, chain letter, or other similar type of information;
- any encouragement of illegal activity;
- unauthorized use or disclosure of private, personally identifiable information of others; or
- any materials subject to trademark, copyright, or other laws protecting any materials or data of others in the absence of a valid license or other right to do so.

#### WEBSITE CONTENTS AND OWNERSHIP

The information contained on this Website, including all images, designs, photographs, writings, graphs, data, and other materials (Materials) are the property of Owner and are protected by copyrights, trademarks, trade secrets, or other proprietary rights. Permission is granted to display, copy, distribute, download, and print portions of this Website solely for the purposes of using this Website for the authorized uses described above. You must retain all copyright and other proprietary notices on all copies of the Contents. You shall comply with all copyright laws worldwide in your use of this Website and prevent unauthorized copying of the Contents. Except as provided in this Notice, Owner does not grant you any express or implied right in or under any patents, trademarks, copyrights, or trade secret information.

#### **DISCLAIMER OF WARRANTY**

You expressly agree that use of this Website is at your sole risk. Neither Owner, its affiliates, nor any of their officers, directors, employees, agents, third-party content providers, or licensors (collectively, "Providers"), or the like, warrant that this Website will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of this Website, or as to the accuracy, completeness, reliability, security, or currency of the Materials.

The Materials may contain errors, omissions, inaccuracies, or outdated information. Further, Owner does not warrant reliability of any statement or other information displayed or distributed through the Website. Owner reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Website. Owner may make any other

changes to this Website, the Materials and the products, programs, services, or prices (if any) described in this Website at any time without notice.

THIS WEBSITE AND THE INFORMATION, CONTENT, AND MATERIALS ON THIS WEBSITE ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS. OWNER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE, THE CONTENT, INFORMATION, OR THE MATERIALS ON THIS WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO ANY OF THE MATERIALS, CONTENT, OR INFORMATION ON THIS WEBSITE OR ANY GOODS OR OTHER PRODUCTS OR SERVICES OFFERED, SOLD, OR DISPLAYED ON THIS WEBSITE OR YOUR USE OF THIS WEBSITE GENERALLY, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO THIS AGREEMENT.

# LIMITATION OF LIABILITIES

YOU AGREE THAT OWNER AND ITS PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM YOUR POSSESSION OR USE OF THE MATERIALS, CONTENT, OR INFORMATION ON THIS WEBSITE REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING, WITHOUT LIMITATION, A NEGLIGENT ACT, SHALL OWNER OR ANY OF ITS PROVIDERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO THE MATERIALS, CONTENT, OR INFORMATION ON THIS WEBSITE OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION OFFERED, SOLD, OR DISPLAYED ON THIS WEBSITE, YOUR USE OF, OR INABILITY TO USE, THIS WEBSITE GENERALLY, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER OWNER OR ANY OF ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Owner, its affiliates, agents, employees, and licensors from and against any and all claims and expenses, including reasonable attorney fees, arising out of or related in any way to your use of the Website, your use of the services advertised on the Website, your violation of this Agreement, violation of any law or regulation, or violation of any proprietary or privacy right.

### **OTHER LIMITATIONS, EXCLUSIONS AND RESERVED RIGHTS**

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this Website is void where prohibited.

# PRIVACY AND INFORMATION SECURITY POLICY

The Owner respects your privacy and permits you to control the treatment of your personal information. A complete statement of the Fire Ready Consultants current Privacy and Information Security Policy can be found by clicking <a href="https://www.energy.com">https://www.energy.com</a> to control the treatment of your personal information. A complete statement of the Fire Ready Consultants current Privacy and Information Security Policy can be found by clicking <a href="https://www.energy.com">https://www.energy.com</a> to control the treatment of your personal information. A complete statement of the Fire Ready Consultants current Privacy and Information Security Policy can be found by clicking <a href="https://www.energy.com">https://www.energy.com</a> to control the treatment of the Fire Ready Consultants current Privacy and Information Security Policy is expressly incorporated into this Agreement.

When you open an account to use or access certain portions of the Services, you must provide complete and accurate information as requested on the registration form. You will also be asked to provide a username and password. If you choose to register, you agree to: (a) supply the information requested in the registration process, (b) ensure that all the information you supply to us is accurate, and (c) update your personal information. You are entirely responsible for the maintaining the confidentiality of your password. You may not use a third party's account, username or password at any time. You agree to notify the Owner immediately of any unauthorized use of your account, username or password. The Owner shall not be liable for any losses you incur as a result of someone else's use of your account or password, either with or without your knowledge. You may be held liable for any losses incurred by the Owner, our affiliates, officers, directors, employees, consultants, agents and representatives due to someone else's use of your account or password.

If you use the Website to schedule an appointment, you will be asked to become a registered user of the Site and we will request that you provide us with information about you, the Services in which you are interested, and your property such as the property address, square footage, type of construction, HVAC system, number and location of bedrooms and number of persons residing at the property.

In connection with the use of certain products or Services, you may be asked to provide personal information in a questionnaire, application, form or similar document or service. This information will be protected pursuant to our Privacy and Information Security Policy. In addition, you grant the Owner a worldwide, royalty-free, nonexclusive, and fully sublicensable license to use, distribute, reproduce, modify, publish and translate this personal information solely for the purpose of enabling your use of the applicable service. You may revoke this license and terminate the Owner's rights at any time by removing your personal information from the applicable service.

If you are a resident of California, you should read the <California Consumer Privacy Act Notice> which is hereby incorporated into this Agreement.

If you are a resident of the European Union, you should read the <GDPR Notice> which is hereby incorporated into this Agreement.

### LIMITATION ON TIME TO MAKE A CLAIM

Any cause of action you may have with respect to your use of this Website must be commenced within one year after the claim or cause of action arises.

#### **TERM AND TERMINATION**

Without limiting its other remedies, Owner may immediately discontinue, suspend, terminate, or block your and any user's access to this Website at any time in our sole discretion.

### HYPERLINK DISCLAIMERS

As a convenience to you, we may provide on this Website links to websites operated by other entities (collectively the "Linked Sites"). If you use any Linked Sites, you will leave this Website. If you decide to visit any Linked Site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Linked Sites, regardless of the linking form (e.g., hotlinks, hypertext links, IMG links) are not maintained, controlled, or otherwise governed by Owner. The content, accuracy, opinions expressed, and other links provided by Linked Sites are not investigated, verified, monitored, or endorsed by Owner. Owner does not endorse, make any representations regarding, or warrant any information, goods, and/or services appearing and/or offered on any Linked Site, other than linked information authored by Owner. Links do not imply that Owner or this Website sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links, or that any Linked Site is authorized to use any trademark, trade name, logo or copyright symbol of Owner or any of its affiliates or subsidiaries. Except for links to information authored by Owner, will it be liable under any theory based on (i) any

Linked Site; (ii) any information and/or content found on any Linked Site; or (iii) any site(s) linked to or from any Linked Site. If you decide to visit any Linked Sites and/or transact any business on them, you do so at your own risk. Owner reserves the right to discontinue any Linked Site at any time without prior notice. Please contact the webmasters of any Linked Sites concerning any information, goods, and/or services appearing on them.

# CONTROLLING LAW, JURISDICTION, AND INTERNATIONAL USERS

This Agreement is governed by and shall be construed in accordance with the laws of the State of Michigan, U.S.A., without reference to its conflict-of-law provisions. Owner makes no representation that the materials are appropriate or available for use outside the United States. If you access this Website from outside the United States, you will be responsible for compliance with all local laws. You agree to comply with all laws and regulations applicable to your use of this Website. For more information, see the GDPR Notice on our Website, the terms of which are incorporated herein, if applicable to you. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within Oakland County, Michigan for any disputes with Owner arising out of your use of this Website.

# ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Owner and you with respect to this Website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Owner with respect to this Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion of it to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

### **MODIFICATIONS TO AGREEMENT**

We may revise this Agreement at any time and you agree to be bound by the revised Agreement. Any such modifications will become effective on the date they are first posted to this Website. It is your responsibility to return to this Agreement from time to time to review the most current terms and conditions. Owner does not and will not assume any obligation to notify you of changes to this Agreement.

### **ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES**

You agree to be bound by any affirmation, assent, or agreement you transmit through this Website, including but not limited to any consent you give to receive communications from Owner solely through electronic transmission. You agree that when in the future you click on an "I agree," "I consent," or other similarly worded "button" or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

**Monitoring, Copying, Altering or Interfering with the Website**. You agree that you will not use any robot, spider, crawler, screen scraper, automated query program or other automatic device or manual process to monitor or copy the content contained on the website without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the website. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from our website without the prior expressed written permission of the Owner or the appropriate third party.

DMCA; Notice and Procedure for Making Claims of Copyright Infringement. The Owner respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that

constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please send an email to the Owner at <u>Contact@[domain].[tld]</u> with the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

# Fire Ready Consultants Privacy and Information Security Policy

The Owner is committed to safeguarding your privacy with respect to the personally identifiable information that we may obtain from you through the Website. Our Privacy and Information Security Policy ("Privacy and Information Security Policy") answers frequently asked questions about your privacy, including what personally identifiable information we may obtain from you and how it will be used and protected. Owner may from time to time change this Privacy and Information Security Policy, so please check back periodically. California residents should also review the <<u>California Consumer Privacy Act Notice</u>>. Residents of the EU residents should also review the <<u>GDPR Notice</u>>.

# What personally identifiable information do we obtain from you? When do we obtain such information?

- We may ask that you provide us with certain personal information, including your name, email address, mailing address and telephone number.
- If you post to discussion forums, we may ask that you provide us with your name, email address and password.
- If you use the Website to schedule an appointment, you will be asked to become a registered user of the Site and we will request that you provide us with information about you, the Services in which you are interested, and your property such as the property location, address, square footage, type of construction, HVAC system, number and location of bedrooms and number of persons residing at the property.
- If you want to enter any sweepstakes, contests or promotions sponsored by us or by one of our business
  partners, we may ask for your name, email address and other information as may be required by the rules of
  the specific contest.
- If you choose to participate in a customer survey conducted by us or by one of our business partners, we may ask for your name, email address and other information as may be required by the particular survey.
- If you report a problem or submit a customer review, we may ask that you provide your name, email address, user account number, address, phone number and fax number. Should you contact us for any reason other than to report a problem and/or submit a review, we may also keep a record and/or copy of your correspondence with us.

### How do we protect the security and quality of your personal information?

To protect the security and quality of your personal information, we have implemented technical and managerial procedures to maintain accurate, current and complete information as well as to protect your personal information against loss, misuse or alteration when it is under our control. Your personally identifiable information will be encrypted and stored on our secured servers. Your personal information is also password protected so that access is limited to yourself and those with whom you share your password, Owner, as well as third party access facilitated by Owner with your prior permission. We have also taken steps to help protect the integrity of your personal financial information if you complete a purchase transaction through the Website.

### How do we use your information?

Our primary use of your information is to administer, maintain and improve your experience on the Website generally as well as provide you with customized, personalization services and interactive communications.

- If you check the "opt-in" feature on the Website, or if you do not uncheck a pre-checked "opt-in" box we may from time to time send you emails regarding the Website and special promotions. Also, we occasionally may send you direct mail about products or services that we believe may be of interest to you.
- We use your IP address to help diagnose problems with our server and to administer the services offered on the Website. We also use your IP address to help identify you and to gather broad demographic information that we may share with our business partners, but only in the aggregate without any of your personally identifiable information.
- We may research the demographics, interests and behavior of our customers based on the information
  provided to us during membership registration, during sweepstakes, contests and promotions, from our
  server log files, from cookies and from surveys. Our research may be compiled and analyzed on an aggregate

basis. We may share this aggregate data with business partners, but only in the aggregate, without any of your personally identifiable information.

### Can you "opt-out" of receiving communications from Fire Ready Consultants?

If you change your mind and decide that you no longer want to receive promotional emails and/or direct mailings, you may opt-out at any time by simply sending an email request to <u>Contact@[domain].[tld]</u>. Similarly, if you are not receiving our promotional emails and/or direct mailings and wish to receive these materials, you may opt-in at any time by simply sending an email request to <u>Contact@[domain].[tld]</u>.

# Privacy policies of business partners

Third parties whose links are presented on the Website may collect personally identifiable information about you. We are not responsible for the privacy policies or practices of such sites and the practices of these sites are not governed by this Privacy and Information Security Policy. If you have questions about the privacy policies or practices of a third party site, you should contact the site administrator or web-master of the specific site. We may from time to time partner with other companies to offer co-branded services as well as sweepstakes, contests and promotions. Any information that you provide in connection with the co-branded services or any jointly sponsored sweepstakes, contests or promotions will become the joint property of Owner and its business partners. We will maintain your information in accordance with the terms of this Privacy and Information Security Policy. However, this Privacy and Information Security Policy does not govern the privacy policies and practices of our business partners. If you have questions about the privacy policies or practices of our business partners, you should contact them directly.

### Do we sell or rent your personally identifiable information?

No, as a general rule, we do not sell or rent your personally identifiable information to anyone. If and whenever we intend to share your personally identifiable information with a third party (other than to a business partner as provided herein), you will be notified at the time of data collection or transfer, and you will have the option of not permitting the transfer. However, we may from time to time rent or sell demographic information in the aggregate that does not contain your personally identifiable information.

### With whom do we share information?

We generally will not disclose any of your personally identifiable information except when we have your permission to do so or under some special circumstances described below.

- As noted previously, we may from time to time partner with other companies to offer co-branded services as well as sweepstakes, contests and promotions. Any information that you provide in connection with the cobranded services or any jointly sponsored sweepstakes, contests or promotions will become the joint property of Owner and its business partners. We may also disclose other personal information about you to our business partners, but only if we have obtained your permission to make the disclosure before data collection or before transferring the data.
- We may, from time to time, offer you the opportunity to receive materials or special offers from third parties. If you want to receive this information, we may (with your permission) share your name and email address with them.
- Under confidentiality agreements, we may match user information with third party data. We also may disclose aggregate demographic and/or user information and statistics in order to describe our customer base to prospective partners and other third parties, and for other lawful purposes.
- We may disclose your personally identifiable information without your prior permission in special cases. For
  example, we may have reason to believe that disclosing the information is necessary to identify, contact or
  bring legal action against someone who may be violating this Agreement, or may be causing intentional or
  unintentional injury or interference to the rights or property of Owner or any third party, including other
  customers. Also, we may disclose or access your personally identifiable information when we believe in good
  faith that law or regulation requires disclosure.

#### How can you update, correct or delete your personally identifiable information?

You may edit your personally identifiable information and your password at any time by sending an email request to <u>Contact@[domain].[tld]</u>.

#### What are cookies? How do we use cookies?

Cookies enable us to customize and personalize your experience on the Website, including the products and promotions that are offered to you. Essentially, a cookie is a small amount of data that is sent to your browser from a web server and is stored on your computer's hard drive. We use cookies for several purposes in connection with the operation of the Website

- We may use cookies to identify you and access your information stored on our computers in order to deliver you a better and more personalized experience. For example, we may use cookies to tell you about products and services specific to your interests.
- We may save your "username" so that you do not have to re-enter it every time you visit the Website. In providing you with this service, we use cookies.
- We may use cookies to estimate our customer base and customer usage patterns. Each browser accessing the Website may be given a unique cookie that is then used to determine the extent of repeat visits and the customer activity during those visits. We may use the historical information to help target promotions based on customer interests and behavior, both specifically to individual customers and on an aggregate basis with respect to all customers.
- We also may use cookies to track your progress and number of entries in some promotions, sweepstakes
  and contests, or through a meeting registration process. For example, when a promotion uses cookies, the
  information coded to the cookie indicates your progress through the promotion, and may be used to track
  entries, submissions and status of prize drawings.

Business partners that offer co-branded services and jointly-sponsored sweepstakes, contests and promotions on the Website, may use their own cookies. We have no control over those cookies, nor does this Privacy and Information Security Policy cover how your personal information contained in those cookies may be used or protected. If you have any questions about the cookies of such third parties, or about the use of your personal information by such third parties, you should contact the site administrator or web-master of the third party site.

#### Do you have choices about cookies?

Yes, you have several choices with respect to cookies. You can modify your browser preferences to accept all cookies, to notify you when a cookie is set, or to reject all cookies. However, the Website uses cookie-based authentication. Accordingly, if you choose to reject all cookies, you may not be able to log onto the Website and/or use our services or participate in our sweepstakes, contests or promotions.

### **Children's privacy**

The Website is intended for general audiences – we do not seek through the Website to gather personal data from or about persons that are sixteen (16) years of age or younger. If you inform us or we otherwise become aware that we have unintentionally received personal data from an individual under the age of sixteen (16), we will delete this information from our records.

### What else should you know about your online privacy?

It is important to remember that whenever you voluntarily disclose personal information online, your information can be collected and used by others. If you transmit or post personal information online that is accessible to others, you will not be able to control how that information is used by others. When we receive the transmitted information, we will use the procedures summarized in this Privacy and Information Security Policy to ensure the integrity and security of that information in our systems. Unfortunately, notwithstanding any of the steps taken by us, it is not possible to guarantee the security and integrity of data transmitted over the Internet. Consequently, while we take the above-

described reasonable steps to protect your personal information, we cannot and do not warrant the security or integrity of any information you transmit to us when registering for the Website or otherwise. All such transmission of information is at your own risk. Moreover, though we are committed to having the Website comply with this Privacy and Information Security Policy, you are ultimately responsible for maintaining the secrecy of your password and your personally identifiable information. If you are careless with your password, or you decide to share your password with third parties, you must be aware of the risk that such third parties will have access to all your personally identifiable information.

# Contact us.

If you have any questions or comments about this Privacy Statement or the practices of the Website, please feel free to email us at <u>Contact@[domain].[tld]</u> or visit our contact page.

# This California Consumer Privacy Act Notice ("Notice") is provided by the Owner.

This Notice explains how we collect, use, and disclose personal information about California residents. The Notice also explains certain rights that California residents have under the California Consumer Privacy Act ("CCPA"). This Notice explains how California residents can exercise their rights under the CCPA to request that we: (1) provide certain personal information that we have collected about them during the past 12 months, along with related information described below, or (2) delete certain personal information that we have collected from them.

The CCPA only applies to information about residents of California. If you are not a resident of California, you may submit a request and we may process it, as described in this Notice, even though the CCPA does not require us to do so. In accepting, processing, and responding to requests by individuals who are not California residents, we will apply all of the same limitations and exceptions under the CCPA to those requests as apply to requests made by California residents. We reserve the right to change or stop the practice of accepting requests from individuals who are not California residents at any time and without prior notice.

Under the CCPA, "personal information" is information that identifies, relates to, or could reasonably be linked with a particular California resident or household. This information is referred to in this Notice as "Personal Data."

# **Categories of Personal Data that We Collect and Disclose**

We collect and disclose Personal Data in a variety of contexts. The table below identifies the categories of Personal Information we may collect as well as examples of Personal Information in such categories.

Category	Examples of Personal Information in this Category
Identifiers	Name, email address, mailing address, shipping address, phone number, username, physical characteristics, birthday, location, images of you
Protected characteristics	Age, gender, language
Commercial information	Purchase history, use history
Geolocation data	Internet protocol (IP) address, GPS location, longitude/latitude, city, county, zip code and region, and your location and your smart device's proximity to "beacons," Bluetooth networks and/or other proximity systems
Internet or other electronic network activity information	IP address, cookie identifiers, mobile carrier, mobile advertising identifiers, MAC address, IMEI, Advertiser ID, and other device identifiers that are automatically assigned to your computer or device when you access the Internet, browser type and language, geo-location information, hardware type, operating system, Internet service provider, the date and time of your visit, the amount of time you spend on each page, information about the links you click and pages you view, and other actions taken through use of the Website such as preferences
Financial, medical, or health information	Payment information, such as credit card number and related data

Audio, electronic, visual, thermal, olfactory, or similar information

# Why We Collect Personal Data and How We Use It

The purposes for which we collect and use Personal Data depend on, among other things, our relationship or interaction with a specific California resident. The list below lists the purposes for which we collect and use Personal Data.

Purposes for Collection and Use:

- Provide and manage products and services
- Support our everyday operations, including to meet risk, legal, and compliance requirements
- Perform accounting, monitoring, and reporting
- Support audit and investigations, legal requests and demands, as well as exercise and defend legal claims
- Enable the use of service providers for business purposes
- Comply with policies, procedures, and contractual obligations
- Manage, improve, and develop our business
- Market, personalize, develop, as well as improve our products and services
- Conduct research and analysis, including to drive product and services innovation
- Support customer relationship management
- Manage and operate our facilities and infrastructure

### **Sources of Personal Data**

We collect Personal Data from California residents directly, or other individuals acting on their behalf.

### Third Parties with Whom We Share Personal Data

We generally will not disclose any of your personally identifiable information except when we have your permission to do so or under some special circumstances described below.

- As noted previously, we may from time to time partner with other companies to offer co-branded services as well as sweepstakes, contests and promotions. Any information that you provide in connection with the cobranded services or any jointly sponsored sweepstakes, contests or promotions will become the joint property of Owner and its business partners. We may also disclose other personal information about you to our business partners, but only if we have obtained your permission to make the disclosure before data collection or before transferring the data.
- We may, from time to time, offer you the opportunity to receive materials or special offers from third parties. If you want to receive this information, we may (with your permission) share your name and email address with them.
- Under confidentiality agreements, we may match user information with third party data. We also may disclose
  aggregate demographic and/or user information and statistics in order to describe our customer base to
  prospective partners and other third parties, and for other lawful purposes.

We may disclose your personally identifiable information without your prior permission in special cases. For example, we may have reason to believe that disclosing the information is necessary to identify, contact or bring legal action against someone who may be violating the Website Terms and Conditions, or may be causing intentional or

unintentional injury or interference to the rights or property of Owner or any third party, including other customers. Also, we may disclose or access your personally identifiable information when we believe in good faith that law or regulation requires disclosure.

# **Requests Under the CCPA**

A California resident has the right to request that we:

- Disclose to you the following information covering the 12-month period prior to your request ("Access Request"):
- The categories of Personal Data we collected about you and the categories of sources from which we collected the Personal Data;
- The business or commercial purpose for collecting Personal Data about you;
- The categories of third parties to whom we disclosed Personal Data about you, and the categories of Personal Data disclosed;
- The specific pieces of Personal Data we collected about you; and
- Delete Personal Data we collected from you ("Deletion Request").

You may also be entitled to direct us to stop disclosing your Personal Information to third parties for monetary or other valuable consideration. What is covered as a "sale" under California law is not yet clear, but we currently do not "sell" your information as we understand it.

If you are a California resident, a business may not discriminate against you for exercising your rights under the CCPA.

### **Responding to Requests**

Privacy and data protection laws, other than the CCPA, apply to much of the Personal Data that we collect, use, and disclose. When these laws apply, Personal Data may be exempt from, or outside the scope of, Access Requests and Deletion Requests. As a result, in some instances, we may decline all or part of an Access Request or Deletion Request related to this Personal Data. This means that we may not provide some or all of this Personal Data when you make an Access Request. Also, we may not delete some or all of this Personal Data when you make a Deletion Request. We may not include all Personal Data when we respond to or process Access Requests or Deletion Requests when the CCPA recognizes an exception. For example, we will not provide the Personal Data about another individual where doing so would adversely affect the data privacy rights of that individual. As another example, we will not delete Personal Data when it is necessary to maintain that Personal Data to comply with a legal obligation.

### How to Make Requests

If you are a California resident, you can make an Access Request or a Deletion Request by:

Contacting us at <phone number>; or Emailing your request to Contact@[domain].[tld]

### **Changes to this Notice**

We may change or update this Notice periodically.

This GDPR Notice ("Notice") is provided by the Owner.

Fire Ready Consultants LLC, a Michigan limited liability company with a principal business address in the USA, provides this Notice for users located in the EU. This notifies you of certain rights that you have regarding data under our control. It supplements the Fire Ready Consultants Privacy and Information Security Policy.

#### LAWFUL BASIS

We will not process your user information without a lawful basis to do so, as such bases are defined in Article 6 of the GDPR. In general, we will process your user information on the legal bases of consent, contract, or legal obligation. We may also process certain user information on the basis of the following legitimate interests, provided that such interests are not overridden by your privacy rights and interests: delivering and continuing to develop and improve the Website, learning from your behavior on the Website to better serve you and other users, helping us modify or enhance the Website, receiving insight as to what users do (and don't) like about the Website or aspects thereof, and providing a stable, consistent, and secure user experience.

#### DATA PROTECTION RIGHTS UNDER THE GDPR

Fire Ready Consultants would like to make sure you are fully aware of all of your data protection rights under the GDPR. Every user is entitled to the following:

- The right to be informed You have the right to be informed about the collection and use of your personal data.
- **The right to access** You have the right to request Fire Ready Consultants for copies of your personal data. We may charge you a small fee for this service.
- The right to rectification You have the right to request that Fire Ready Consultants correct any information you believe is inaccurate. You also have the right to request Fire Ready Consultants to complete information you believe is incomplete.
- The right to erasure You have the right to request that Fire Ready Consultants erase your personal data, under certain conditions.
- **The right to restrict processing** You have the right to request that Fire Ready Consultants restrict the processing of your personal data, under certain conditions.
- The right to object to processing You have the right to object to Fire Ready Consultants's processing of your personal data, under certain conditions.
- **The right to data portability** You have the right to request that Fire Ready Consultants transfer the data that we have collected to another organization, or directly to you, under certain conditions.
- **Rights related to automated decision making including profiling** The GDPR has provisions on automated individual decision-making (making a decision solely by automated means without any human involvement); and profiling (automated processing of personal data to evaluate certain things about an individual).

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

### HOW TO CONTACT US

If you have any questions about this Notice, our privacy policy, the data we hold on you, or you would like to exercise one of your data protection rights, please do not hesitate to contact us.

Email us at: <u>Contact@[domain].[tld]</u> Call us at: **<phone number>** Or write to us at: **<mailing address>**