

## OEM Insights' Privacy policy

Effective Date: June 11, 2020

Cscreener.com is committed to protecting your privacy and taking great care of your personal information. Our privacy policy will help you understand what information we collect, how it is used, and how it is protected. If you have any questions, feel free to contact us at [contact@cscreener.com](mailto:contact@cscreener.com).

OEM Insights, LLC (the licensor of cscreener.com) (“**us**,” “**we**,” “**our**,” or “**OEM**”) is committed to protecting the privacy rights of our customers, visitors, and other users of Cscreener.com (the “**Site**”). This Privacy Policy (“**Privacy Policy**”) was created to further your understanding of your privacy rights. This Privacy Policy details our practices associated with the collection of your personally identifiable information (“**Personal Information**”) in the course of your use of the Site, our mobile applications (each, an “**App**”), and our online Coronavirus prescreening service (the “**Services**”) (as described in the Terms of Service and the Site). This Privacy Policy does not apply to any other web service or digital service that you may be able to access through the Services, which have data collection, storage and use practices and policies that may differ from this Privacy Policy.

By using the Site and/or the Services, you agree to this Privacy Policy and our Terms of Service.

### **What Information We Collect**

#### **Personal Information We Collect Directly From You**

The Personal Information we receive and collect directly from you includes, without limitation, the following:

- (1) contact data (such as your e-mail address and phone number);
- (2) demographic data (such as your gender, your date of birth and your zip code);
- (3) your travel history (including at city, county, state, and country level);
- (4) insurance data (such as your insurance carrier, insurance plan, member ID, group ID and payer ID);

(5) Information about your present health, past health and your medical data (such as doctors, specialists, professionals, providers, organizations, or agents or affiliates thereof (collectively, “**Healthcare Providers**”) you have visited, your reasons for visit, your dates of visit, your medical history, your Healthcare Provider’s notes and records about you and other medical and health information you choose to share with us (or allow your Healthcare Providers to share with us); and

(6) other identifying information that you voluntarily choose to provide to us, including without limitation unique identifiers such as passwords, and Personal Information in emails or letters that you send to us.

We may also collect additional information, which may be Personal Information, as otherwise described to you at the point of collection or pursuant to your consent. You may still access our Site and use some of the Services if you choose not to provide us with any Personal Information, but if you elect not to share Personal Information it may affect your pre-screening interview results and our ability to provide those results to you or the requesting institution.

### **Billing, Collection and Payment Information**

When you make a payment through our Services, your payment card information is collected and stored by our payment processing partner, such as Stripe (<https://stripe.com>). Our payment processing partner collects your voluntarily provided payment card information necessary to process your payment. Such partner’s use and storage of information is governed by its applicable terms of service and privacy policy.

### **Information From Third Party Sources**

Some third parties, such as our business partners and service providers, provide us with Personal Information about you, such as the following:

**Account information for third party services:** If you interact with a third party service when using our Services, such as if you use a third party service to log-in to our Services (e.g., Facebook or Google), or if you share content from our Services through a third party social media service, the third party service will send us certain information about you if the third

party service and your account settings allow such sharing. The information we receive will depend on the policies and your account settings with the third-party service. You understand the information transmitted to us is covered by this Privacy Policy; for example, the basic information we receive from Facebook about you.

### **Information we automatically collect when you use our Services**

Some information, which may include Personal Information, is automatically collected when you use our Services, such as the following: (i) IP address; (ii) domain server; (iii) type of device(s) used to access the Services; (iv) web browser(s) used to access the Services; (v) referring webpage or other source through which you accessed the Services; (vi) geolocation information; and (vii) other statistics and information associated with the interaction between your browser or device and the Services (collectively “**Traffic Data**”). Depending on applicable law, some Traffic Data may be Personal Information.

### **HIPAA and Your Protected Health Information**

Under a federal law called the Health Insurance Portability and Accountability Act (“**HIPAA**”), some demographic, health and/or health-related information that OEM collects as part of providing the Services may be considered “protected health information” or “**PHI.**” Specifically, when OEM, acting as a “Business Associate” (as such term is defined in HIPAA) receives identifiable information about you from or on behalf of your Healthcare Provider, or a Healthcare Provider selected by a Requesting Party (as that term is defined in the Terms of Service), this information is considered PHI. Personal data that you provide to OEM outside of the foregoing context is not PHI. For example, when you provide information directly to us, such as when creating an Account, using the interactive tools in our Services, or providing medical history while using the Services (“**Medical History**”); or when you voluntarily provide information in free-form text boxes through the Services or through responses to surveys and questionnaires; or when you send us an email or otherwise contact us, that information is not PHI.

HIPAA provides specific protections for the privacy and security of PHI and restricts how PHI is used and disclosed. OEM may only use and disclose PHI in the ways permitted by your Healthcare Provider(s) or authorized by you.

## **Your PHI Authorization**

By using this website and agreeing to this Privacy Policy, you grant OEM the authorization and permission (“**Authorization**”) to allow OEM to use and disclose your PHI in the same way as we use and disclose your Non-PHI. If OEM is a Business Associate of your Healthcare Provider(s) (or Healthcare Providers selected by a Requesting Party), OEM needs your Authorization to be able to use and disclose your PHI in the same way it can currently use and disclose your Non-PHI when OEM is not working on behalf of you Healthcare Providers (or Healthcare Providers selected by a Requesting Party), but is instead working on its own behalf. Therefore, when OEM relies on this Authorization, and uses and discloses PHI as described in this Authorization, it is not working as a Business Associate and the HIPAA requirements that apply to Business Associates will not apply to such uses and disclosures.

If you e-sign this Authorization, you give your permission to OEM to retain your PHI and to use and/or disclose your PHI in the same way that you have agreed that your Non-PHI can be used and disclosed.

Specifically, you agree that OEM can use your PHI to: (i) enable and customize your use of the OEM Services; (ii) notify you regarding providers we think you may be interested in learning more about; (iii) share information with you regarding services, products or resources about which we think you may be interested in learning more; (iv) provide you with updates and information about the OEM Services; (v) market to you about OEM and third party products and services; (vi) conduct analysis for OEM’s business purposes; (vii) support development of the OEM Services; and (viii) create de-identified information and then use and disclose this information in any way permitted by law, including to third parties in connection with their commercial and marketing efforts.

You also agree that OEM can disclose your PHI to: (i) third parties assisting OEM with any of the uses described above; (ii) your Healthcare Providers to enable them to refer you to, and make appointments with, other providers on your behalf, or to perform an analysis on potential health issues or treatments, provided that you choose to use the applicable OEM Service; (iii) a third party

as part of a potential merger, sale or acquisition of OEM; (iv) our business partners who assist us by performing core services (such as hosting, billing, fulfillment, or data storage and security) related to the operation or provision of our services, even when OEM is no longer working on behalf of Your Healthcare Providers; (v) a provider of medical services, in the event of an emergency; and (vi) organizations that collect, aggregate and organize your information so they can make it more easily accessible to your providers.

If OEM discloses your PHI, OEM will require that the person or entity receiving your PHI agrees to only use and disclose your PHI to carry out its specific business obligations to OEM or for the permitted purpose of the disclosure (as described above) OEM cannot, however, guarantee that any such person or entity to which OEM discloses your PHI or other information will not re-disclose it in ways that you or we did not intend or permit.

Your Authorization remains in effect until you provide written notice of revocation to OEM, however, you CAN change your mind and REVOKE this Authorization at any time and for any (or no) reason (a “Revocation of Authorization”). If you wish to revoke this Authorization, you must notify OEM by submitting a revocation through your Account settings. Your decision not to execute this Authorization or to revoke it at any time will not affect your ability to use certain of the Services. A Revocation of Authorization is effective after you submit it to OEM, but it does not have any effect on OEM’s prior actions taken in reliance on the Authorization before revoked.

Once OEM receives your Revocation of Authorization, OEM can only use and disclose your PHI as permitted in OEM’s agreements with you Healthcare Provider(s). Your Revocation of Authorization does not affect OEM’s use of your Non-PHI as detailed in this Privacy Policy. We will make available to you Healthcare Provider(s), current and past, your agreement to or revocation of this Authorization.

### **How We Collect Information**

We collect information (including Personal Information and Traffic Data) when you use and interact with the Site and the Services, and in some cases from third party sources. Such means of collection include:

- (1) When you use the Services' interactive tools and completing Medical History;
- (2) When you voluntarily provide information in free-form text boxes through the Services or through responses to interviews, surveys, questionnaires and the like;
- (3) When you, your Healthcare Providers, or your employer or other third party institutions use our Services;
- (3) If you use the Services on our Site or download and install our Apps, we may receive and collect information transmitted from your computing device for the purpose of providing you the relevant Service, such as information regarding when you are logged on and available to receive updates or alert notices;
- (4) If you download our App or use a location-enabled browser, we may receive information about your location and mobile device, as applicable;
- (5) Through cookies, web beacons, analytics services and other tracking technology (collectively, "**Tracking Tools**"), as described below; and
- (6) When you contact us at [contact@cscreeener.com](mailto:contact@cscreeener.com) or otherwise contact us.

### **Tracking Tools, Behavioral Advertising, and Opt Out Options**

**Tracking Tools:** We may use tools outlined below in order to provide our Services to, advertise to, and to better understand users.

**(1) Cookies:** "Cookies" are small computer files transferred to your computing device that contain information such as user ID, user preferences, lists of pages visited and activities conducted while using the Services. We use cookies to improve or tailor the Services, customize advertisements by tracking navigation habits, measuring performance, and storing authentication status so re-entering credentials is not required, customize user experiences with the Services, and for analytics and fraud prevention. For more information on cookies, including how to control your cookie settings and preferences, visit <http://www.allaboutcookies.org>.

Some cookies are placed by a third party on your device and provide information to us and third parties about your browsing habits (such as your visits to our Site and use of our Services, the pages you have visited, and the links and advertisements you have clicked). These cookies can

be used to determine whether certain third party services are being used, to identify your interests, and to serve advertisements relevant to you. We do not control third party cookies.

**(2) Web Beacons:** “Web Beacons” (a.k.a. clear GIFs or pixel tags) are tiny graphic image files embedded in a web page or email that may be used to collect information about the use of our Services, the websites of selected advertisers and the emails, special promotions or newsletters that we send. The information collected by Web Beacons allows us to analyze how many people are using the Services, using selected publishers’ websites or opening emails, and for what purpose, and also allows us to enhance our interest-based advertising (discussed further below).

**(3) Web Service Analytics:** We may use third-party analytics services in connection with the Services, including, for example, to register mouse clicks, mouse movements, scrolling activity and text typed into the Site and/or Services. We use the information collected from these services to help make the Services easier to use and as otherwise set forth in Section 5 (How We Use Your Information). These analytics services generally do not collect Personal Information unless you voluntarily provide it and generally do not track your browsing habits across web services that do not use their services.

**(4) Mobile Device Identifiers:** As with other Tracking Tools, mobile device identifiers help OEM learn more about our users’ demographics and internet behaviors in order to personalize and improve the Services. Mobile device identifiers are data stored on mobile devices that may track mobile device and data and activities occurring on and through it, as well as the applications installed on it. Mobile device identifiers enable collection of Personal Information (such as media access control, address and location) and Traffic Data.

**Behavioral Advertising:** We may use a type of advertising commonly known as interest-based or online behavioral advertising. This means that some of our partners use Tracking Tools, such as cookies, pixel tags, and web beacons, to collect information about a user’s online activities to display OEM ads to the user based on the user’s interests (“**Behavioral Advertising**”). Such partners may include third-party service providers, advertisers, advertising networks or platforms, traffic measurement service providers, marketing analytics service providers, and other third party

service providers (collectively, “**Advertising Service Providers**”). Other Tracking Tools used by our partners may collect information when you use the Services, such as IP address, mobile device ID, operating system, browser, web page interactions, geographic location and demographic information, such as gender and age range. These Tracking Tools help OEM learn more about our users’ demographics and internet behaviors.

**Options for Opting out of Cookies and Mobile Device Identifiers:** Some web browsers allow you to reject cookies or to alert you when a Cookie is placed on your computer, tablet or mobile device. You may be able to reject mobile device identifiers by activating the appropriate setting on your mobile device. Although you are not required to accept OEM’s cookies or mobile device identifiers, if you block or reject them, you may not have access to all features available through the Services.

You may opt out of receiving certain cookies and certain trackers by visiting the Network Advertising Initiative (NAI) **opt out page** or the Digital Advertising Alliance (DAA) **consumer opt-out page**, or by installing the DAA’s AppChoice app (for **iOS**; for **Android**) on your mobile computing device. When you use these opt-out features, an “opt-out” Cookie will be placed on your computer, tablet or mobile computing device indicating that you do not want to receive interest-based advertising from NAI or DAA member companies. If you delete cookies on your computer, tablet or mobile computing device, you may need to opt out again.

For information about how to opt out of interest-based advertising on mobile devices, please visit <http://www.applicationprivacy.org/expressing-your-behavioral-advertising-choices-on-a-mobile-device>. You will need to opt out of each browser and device for which you desire to apply these opt-out features.

Even after opting out of Behavioral Advertising, you may still see OEM advertisements that are not interest-based (i.e., not targeted toward you). Also, opting out does not mean that OEM is no longer using Tracking Tools — OEM still may collect information about your use of the Services even after you have opted out of Behavioral Advertising and may still serve advertisements to you via the Services based on information it collects via the Services.



This Privacy Policy does not cover the use of cookies and other Tracking Tools by any third parties, and we aren't responsible for their privacy policies and practices. Please be aware that some cookies placed by third parties can continue to track your activities online even after you have left our Services.

**How OEM Responds to Browser “Do Not Track” (DNT) Signals:** Some web browsers (including Safari, Internet Explorer, Firefox and Chrome) incorporate a “Do Not Track” (DNT) or similar feature that signals to web services that a visitor does not want to have his/her online activity and behavior tracked. If a web service operator elects to respond to a particular DNT signal, the web service operator may refrain from collecting certain Personal Information about the browser's user. Not all browsers offer a DNT option and there is currently no industry consensus as to what constitutes a DNT signal. For these reasons, many web service operators, including OEM, do not proactively respond to DNT signals. For more information about DNT signals, visit <http://allaboutdnt.com>.

### **Our Legal Bases; Our Legitimate Interests and How We Use Your Information**

#### **Legal Bases**

We rely on a number of legal bases when you access or use the Services and we collect, use, share, and otherwise process your personal information for the purposes described in this policy. These legal bases include where:

- (1) Necessary to perform the *contractual obligations* in our Terms of Use and in order to provide the Services to you;
- (2) You have *consented* to the processing, which you can revoke at any time;
- (3) Necessary to comply with a *legal obligation*, a court order, or to exercise or defend any impending or asserted legal claims;
- (4) Necessary for the purposes of our or a third party's *legitimate interests*, such as those of visitors, members, or partners (described in more detail below);
- (5) You have expressly made the information public;
- (6) Necessary in the *public interest*, such as to prevent crime; and

(7) Occasionally necessary to protect your *vital interests* or those of others (in rare cases where we may need to share information to prevent loss of life or personal injury).

### **How We Use Your Information and Our Legitimate Interests**

We may use information that is neither Personal Information nor PHI (including non-PHI Personal Information that has been de-identified and/or aggregated) to better understand who uses our Site and Services and how we can deliver a better healthcare experience or otherwise at our discretion.

We use information, including Personal Information, to provide the Services and to help improve the Services, to develop new services, and to advertise (for example, to display OEM ads on other web services). Specifically, such use may include:

- (1) Providing you with the products, services and information you request;
- (2) Responding to correspondence that we receive from you;
- (3) Contacting you when necessary or requested;
- (4) Providing, maintaining, administering or expanding the Services, performing business analyses, or for other internal purposes to support, improve or enhance our business, the Services, and other products and services we offer;
- (5) Customizing or tailoring your experience of the Services, which may include sending customized messages or showing you Sponsored Results;
- (6) Notifying you about certain resources, Healthcare Providers or services we think you may be interested in learning more about;
- (7) Sending you information about OEM or our products or Services;
- (8) Sending emails and other communications that display content that we think will interest you and according to your preferences;
- (9) Combining information received from third parties with information that we have from or about you and using the combined information for any of the purposes described in this Privacy Policy;
- (10) Showing you advertisements, including interest-based or online behavioral advertising;
- (11) Using statistical information that we collect in any way permitted by law, including from third parties in connection with their commercial and marketing efforts;

- (12) Fulfilling our legally required obligations, such as preventing, detecting and investigating security incidents and potentially illegal or prohibited activities;
- (13) Resolving disputes;
- (14) Protecting against or deterring fraudulent, illegal, or harmful actions; and
- (15) Enforcing our Terms of Service and other agreements.

### **How We Share Your Information**

In certain circumstances, and in order to perform the Services, we may share certain information that we collect from you, as described in this section:

**(1) Third Parties:** We may share your Personal Information and/or PHI obtained through your use of our Site and/or Services with third parties, whether individuals or institutions (e.g., your employer, university or other institution requesting the completion of the Services (each a “Requesting Party”); your Healthcare Provider(s) or Healthcare Provider(s) designated by your Requesting Party). For example, if you complete a Medical History Form using the Services at the request of your employer, we may share your Medical History Form with your employer or a healthcare provider they designate. We may share your Personal Information or PHI with Healthcare Providers in the event of an emergency.

**(2) Health Information Exchanges:** To make your information more securely and easily accessible to your Healthcare Providers, we may share your Personal Information with Health Information Exchanges and related organizations that collect and organize your information (such as Regional Health Information Organizations). The goal of such organizations is to facilitate access to health information to improve the safety, quality, and efficiency of patient-centered care.

**(3)** We do not sell email addresses to third parties. We may share your Personal Information with our partners to customize or display our advertising.

**(4)** We may share your Personal Information and/or Traffic Data with our partners who perform operational services (such as hosting, billing, fulfillment, data storage, security, insurance

verification, web service analytics, or ad serving) and/or who make certain services, features or functionality available to our users.

**(5) Cross Device Matching:** To determine if users have interacted with content across multiple devices and to match such devices, we work with partners who analyze device activity data and/or rely on your information (including demographic, geographic and interest-based data). To supplement this analysis, we also provide de-identified data to these partners. Based on this data, we may then display targeted advertisements across devices that we believe are associated or use this data to further analyze usage of Services across devices.

**(6) Business Transfers:** We may transfer your Personal Information to another company in connection with a proposed merger, sale, acquisition or other change of ownership or control by or of OEM (whether in whole or in part). Should one of these events occur, we will make reasonable efforts to notify you before your information becomes subject to different privacy and security policies and practices.

**(7) Public Information and Submissions:** You agree that any information that you may reveal in a review posting, online discussion or forum is intended for the public and is not in any way private. Carefully consider whether to disclose any Personal Information in any public posting or forum. Your submissions may be seen and/or collected by third parties and may be used by others in ways we are unable to control or predict.

**(8) Protection of OEM and Others:** We also may need to disclose your Personal Information or any other information we collect about you if we determine in good faith that such disclosure is needed to: (1) comply with or fulfill our obligations under applicable law, regulation, court order or other legal process; (2) protect the rights, property or safety of you, OEM or another party; (3) enforce the Agreement or other agreements with you; or (4) respond to claims that any posting or other content violates third-party rights.

**(9) Other Information:** We may disclose information that is neither Personal Information nor PHI (including non-PHI Personal Information that has been de-identified and/or aggregated) at our discretion.

### **Storage and Security of Information**

The security of your Personal Information is important to us. We endeavor to follow generally accepted industry standards to protect the Personal Information submitted to us, both during transmission and in storage. For example, when you enter sensitive information on our Site and/or our Services, we encrypt that information (both at rest and in transit) using Secure Socket Layer (SSL) technology.

We store and process your information on our servers in the United States. We maintain industry standard backup and archival systems.

Your Account (as defined in our Terms of Service) is protected by a password for your privacy and security. If you access your Account via a third-party site or service, you may have additional or different sign-on protections via that third-party site or service. You must prevent unauthorized access to your Account and Personal Information by selecting and protecting your password and/or other sign-on mechanism appropriately, and limiting access to your computer or device and browser by signing off after you have finished accessing your Account.

Although we make good faith efforts to store Personal Information in a secure operating environment that is not open to the public, we do not and cannot guarantee the security of your Personal Information. If at any time during or after our relationship we believe that the security of your Personal Information may have been compromised, we may seek to notify you of that development. If a notification is appropriate, we will endeavor to notify you as promptly as possible under the circumstances. If we have your e-mail address, we may notify you by e-mail to the most recent e-mail address you have provided us in your Account. Please keep your e-mail address in your Account up to date. You can update that e-mail address anytime in your Account. If you have difficulty updating your e-mail address or other information on your Account, please contact us at [contact@cscreeener.com](mailto:contact@cscreeener.com). If you receive a notice from us, you can print it to retain a

copy of it. To receive these notices, you must check your e-mail account using your computer or mobile device and email application software. You consent to our use of e-mail as a means of such notification. If you prefer for us to use the U.S. Postal Service to notify you in this situation, please e-mail us at [contact@cscreeener.com](mailto:contact@cscreeener.com). Please include your address when you submit your request. You can make this election any time, and it will apply to notifications we make after a reasonable time thereafter for us to process your request. You may also use this e-mail address to request a print copy, at no charge, of an electronic notice we have sent to you regarding a compromise of your Personal Information.

### **Your Privacy Choices**

You can always opt not to disclose information to us, but keep in mind some information may be needed to create an Account and to use certain features of our Site and our Services.

Note that OEM cannot control or guarantee these rights with regard to Personal Information obtained by Healthcare Providers or third parties who have requested and received your Personal Information through our Services and with your consent.

If you are a registered user of the Services, you can modify certain Personal Information or Account information by logging in and accessing your Account settings. The information you can view, update, and delete may change as the Services change.

If you wish to close your Account, please email us at [contact@cscreeener.com](mailto:contact@cscreeener.com). OEM will use reasonable efforts to promptly delete your Account and the related information. Please note, however, that OEM reserves the right to retain information from closed Accounts, including to comply with law, prevent fraud, resolve disputes, enforce the Agreement and take other actions permitted by law.

You must promptly notify us if any of your account data is lost, stolen or used without permission.

### **GDPR and CCPA**

You may have certain rights to your Personal Information as a result of privacy laws around the world, such as the European General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). If those laws apply to you, OEM gives you the choice of accessing, editing, or removing certain information, as well as choices about how we contact you. You may change or correct your OEM Account information through your Account settings. You may also remove certain optional information that you no longer wish to be available through the Services, such as your name. You can also request to permanently close your Account and delete your personal information. Depending on your location, you may also benefit from a number of rights with respect to your information. While some of these rights apply generally, certain rights apply in limited cases.

**(1) Right to Access & Portability:** You can access certain Personal Information associated with your Account by visiting your Account privacy settings. You can request a copy of your personal information in an easily accessible format and information explaining how that information is used. Please note that the Personal Information you provide while completing interviews on our Services may be encrypted and may not be retrievable. Furthermore, OEM will only retain most Personal Information for as long as is necessary to provide its Services (usually only a few months) and, therefore, depending on when you make requests for access or portability, OEM may only be able to provide basic information, such as your login identifier (such as the e-mail address or phone number connected with your Account).

**(2) Right to Correction:** You have the right to request that we rectify inaccurate information about you. By visiting your Account settings, you can correct and change certain personal information associated with your Account.

**(3) Right to Restrict Processing:** In certain cases where we process your information, you may also have the right to restrict or limit the ways in which we use your personal information.

**(4) Right to Deletion:** In certain circumstances, you have the right to request the deletion of your personal information, except information we are required to retain by law, regulation, or to protect the safety, security, and integrity of OEM.

**(5) Right to Object:** If we process your information based on our legitimate interests as explained above, or in the public interest, you can object to this processing in certain circumstances. In such cases, we will cease processing your information unless we have compelling legitimate grounds to continue processing or where it is needed for legal reasons. Where we use your personal data for direct marketing purposes, you can object using the unsubscribe link in such communications or changing your Account email settings.

**(6) Right to Withdraw Consent:** Where we rely on consent, you can choose to withdraw your consent to our processing of your information using specific features provided to enable you to withdraw consent, like an email unsubscribe link or your Account privacy settings. If you have consented to share your precise device location details but would no longer like to continue sharing that information with us, you can revoke your consent to the sharing of that information through the settings on your mobile device. This is without prejudice to your right to generally permanently close your account and delete your personal information.

If you are a resident of California, the CCPA provides you the following additional rights:

**(1) Right to Know:** if you are a California resident, you may request disclosure of the specific pieces and/or categories of personal information that we have collected about you, the categories of sources for that personal information, the business or commercial purposes for collecting the information, the categories of personal information that we have disclosed about you, and the categories of third parties with which the information was shared.

**(2) Right to Opt-Out:** To the extent that OEM “sells” personal information (as that term is defined under the CCPA), California residents are entitled to opt-out of the “sale” of data at any time (see below for more information) (which can be done to by contact us at [contact@cscreeener.com](mailto:contact@cscreeener.com)).

### **How Long We Retain Your Information**

We retain Personal Information about you for as long as you have your Account with us or as otherwise necessary to provide you the Services. In some cases, we retain Personal Information



for longer, if doing so is necessary to comply with our legal obligations, resolve disputes or collect fees owed, prevent fraud, enforce our Terms of Service of this Privacy Policy, or as otherwise permitted or required by applicable law, rule or regulation. Afterwards, we retain some information in a depersonalized or aggregated form but not in a way that would identify you personally.

Please note, OEM does not dictate how long third parties retain your Personal Information obtained through our Services. Each of those parties will have their own privacy policies and retention periods and you should review those policies.

### **Personal Information of Children and Information Provided on Behalf Others**

As noted in the **Terms of Service**, the Services are not intended for use by children and children under the age of 13 are prohibited from using the Services. OEM does not knowingly collect any information from children, nor are the Services directed to children. If you are under 13, please do not attempt to use the Site or register for the Services or send any Personal Information about yourself to us.

By accessing, using and/or submitting information to or through the Services, you represent that you are not younger than age 13. If we learn that we have received any information directly from a child under age 13, we will subsequently delete that information. If you believe that a child under 13 may have provided us Personal Information, please contact us at [contact@cscreeener.com](mailto:contact@cscreeener.com).

If you use the Services on behalf of another person, regardless of age, you agree that OEM may contact you for any communication made in connection with providing the Services or any legally required communications. You further agree to forward or share any such communication with any person for whom you are using the Services on behalf.

### **Other Web Services**

The Services contain links to or embedded content from third party web services. A link to or embedded content from a non-OEM web service does not mean that we endorse that web service, the quality or accuracy of information presented on the non-OEM web service or the persons or entities associated with the non-OEM web service. If you decide to visit a third-party web service,

you are subject to the privacy policy of the third-party web service as applicable and we are not responsible for the policies and practices of the third-party web service. We encourage you to ask questions before you disclose your information to others.

You may have arrived at the Services from, or began your use of the Services at, a third-party web service, including a third-party web service that links to OEM or embeds OEM content. The presence of such links or content on third party web services does not mean that we endorse that web service, the quality or accuracy of information presented on the non-OEM web service or the persons or entities associated with the non-OEM web service. You may be subject to the privacy policy of the third-party web service as applicable and we are not responsible for the policies and practices of the third-party web services. In addition, the policies and practices of third parties do not apply to your information, including Personal Information, obtained pursuant to this Privacy Policy.

#### **Updates and Changes to Privacy Policy**

The effective date of this Privacy Policy is set forth at the top of this webpage. We will notify you of any material change by posting notice on this webpage. Your continued use of the Services after the effective date constitutes your acceptance of the amended Privacy Policy. We encourage you to periodically review this page for the latest information on our privacy practices. Any amended Privacy Policy supersedes all previous versions. **IF YOU DO NOT AGREE TO FUTURE CHANGES TO THIS PRIVACY POLICY, YOU MUST STOP USING THE SERVICES AFTER THE EFFECTIVE DATE OF SUCH CHANGES.**

#### **Contacting OEM**

If you have any comments, concerns or questions about this Privacy Policy, please contact us at [contact@cscreeener.com](mailto:contact@cscreeener.com) or at 108 West 13<sup>th</sup> Street, Wilmington, Delaware 19801.

**BY ACCESSING OR USING THE SERVICES, YOU AGREE TO THE PRACTICES AND POLICIES OUTLINED IN THIS PRIVACY POLICY AND YOU HEREBY CONSENT TO THE COLLECTION, USE, AND SHARING OF YOUR INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THIS PRIVACY POLICY, YOU**

CANNOT USE THE SERVICES. IF YOU USE THE SERVICES ON BEHALF OF SOMEONE ELSE (SUCH AS YOUR CHILD), YOU REPRESENT THAT YOU ARE AUTHORIZED BY SUCH INDIVIDUAL TO ACCEPT THIS PRIVACY POLICY ON SUCH INDIVIDUAL'S OR ENTITY'S BEHALF.