# **My Resource Vault Terms of Use & Privacy Policy**

## **TERMS OF USE**

#### **Acceptance of the Terms of Use**

These terms of use are entered into by and between You, on the one hand, and My Resource Vault and its affiliates, on the other hand ("Company," "we," "our" or "us"). The following terms and conditions, together with any documents expressly incorporated by reference (collectively, "Terms of Use"), govern your access to and use of the My Resource Vault platform/application on <a href="http://myresourcevault.com">http://myresourcevault.com</a> (the "Website"), including any and all content, functionality and/or services or other items offered on or through the Website, whether as a guest or a registered user. You acknowledge and agree that your use of the Website is completely voluntary and optional.

Please read the Terms of Use carefully before you use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the Website. You acknowledge and agree that our client(s) that contract with us in connection with this Website or any sales campaigns (collectively, each referred to as "Client"), shall be third party beneficiaries of this Terms of Use and shall be entitled to enforce the provisions of this Terms of Use as if it were a party hereto.

By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

#### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website.

We will provide notice to you of updates to these Terms of Use. Your continued use of the Website following this notice and the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

## **Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your computer, mobile device, tablet, other electronic device and/or your data, wi-fi, or wired internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by the Company's Privacy Policy included below following this Terms of Use. You agree to consent to all actions we take with respect to your information consistent with the Privacy Policy set forth below.

If you choose, or are provided with, a username, password, or any other piece of information as part of the Website's security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

# **Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, tutorials, reports, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, the Clients, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Unless you have explicit written approval from the Company, you must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

## Additionally, you must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company and the Clients. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## **Trademarks**

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company, the Clients, its affiliates, or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

#### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

• In any way that violates any applicable federal, state, provincial, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US, Canada or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with this Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee or contractor, another user, Clients, or any other person or entity (including, without limitation, by using email addresses or usernames associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company, Clients or users of the Website, or expose them to liability.

#### Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

## **Monitoring and Enforcement; Termination**

## We have the right to:

Take any action with respect to any User that we deem necessary or appropriate in our sole
discretion, including if we believe that such User has violated the Terms of Use, infringed any
intellectual property right or other right of any person or entity, threatened the personal safety

of users of the Website or the public, or could create liability for the Company, the Clients, (including their vendors and retail partners) or its users or contractors.

- Disclose your identity or other information about you to any third party who claims that you violated their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone using/accessing the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY, ITS CONTRACTORS, THE CLIENTS (INCLUDING THEIR VENDORS/RETAIL PARTNERS), LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by us, any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **Copyright Infringement**

If you believe that any content on this Website or the actions of any user violate your copyright, please email all relevant details to <a href="mailto:info@myresourcevault.com">info@myresourcevault.com</a>. It is the policy of the Company to terminate the user accounts of repeat infringers.

# **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes and provided "as is". You acknowledge and agree that none of the content on this Website is intended to serve as employment training or required training for any User. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including materials provided by other users, vendors, the Clients, third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and other content, other than

the content created by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **Changes to the Website**

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

#### Information About You and Your Visits to the Website

All information we collect on this Website is subject to this Terms of Use and the Privacy Policy. Any information submitted by you or relating to your use of the Website may be shared and used by us, the Clients and theirs and our respective contractors, authorized agents, customers and retail partners in accordance with the Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Terms of Use and the Company's Privacy Policy.

You agree and acknowledge that your use of the Website and any related activity does not change the nature of your employment relationship with your employer and does not directly or indirectly create any employment relationship between you and the Company or any of the Clients.

# **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **Geographic Restrictions**

We provide this Website for use only by persons located in the United States and Canada. We make no claims that the Website or any of its content is accessible or appropriate outside of these territories. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside these permitted territories, you do so on your own initiative and are responsible for compliance with local laws.

# **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for

implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE (INCLUDING OUR CONTRACTORS AND THE CLIENTS AND THEIR VENDORS/RETAIL PARTNERS) WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY, THE CLIENTS NOR ANY PERSON ASSOCIATED WITH THE COMPANY OR ITS CLIENTS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY, THE CLIENTS NOR ANYONE ASSOCIATED WITH THE COMPANY OR ITS CLIENTS REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY, ITS CONTRACTORS AND THE CLIENTS (INCLUDING THEIR VENDORS AND RETAIL PARTNERS) HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, OR THEIR LICENSORS, THE CLIENTS (INCLUDING THEIR VENDORS AND RETAIL PARTNERS), THEIR CONTRACTORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF

GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

# **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, the Clients, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

# **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the County of Los Angeles, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

# **Arbitration**

At Company's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying California law.

#### **Limitation on Time to File Claims**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## **Website Ownership**

This website is operated by My Resource Vault which is owned by Cydcor LLC.

#### **Entire Agreement**

The Terms of Use and the Company's Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

## **Your Comments and Concerns**

All notices of copyright infringement claims should be sent to <a href="mailto:info@myresourcevault.com">info@myresourcevault.com</a>.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: <a href="mailto:info@myresourcevault.com">info@myresourcevault.com</a>.

#### **PRIVACY POLICY**

This Privacy Policy is between you, on the one hand, and My Resource Vault and its affiliates on the other hand (collectively, the "Company"). When you use and interact with the My Resource Vault platform/application on <a href="http://myresourcevault.com">http://myresourcevault.com</a> (collectively, the "Website), communicate with or otherwise contact us via the Website, we may collect, use, share and process information relating to you in accordance with this Privacy Policy. This Privacy Policy is also a notice to California residents, to comply with the California Consumer Privacy Act of 2018, as amended ("CCPA"). We value the privacy of our users and clients, and in order to protect your "personal information" (which may include personal and/or business information), we have implemented the following Privacy Policy.

The Privacy Policy set forth below explains the nature of the information we collect and use, the options available to you regarding those uses, the use of your personal or personally identifiable information, and our Website's security policies. If you do not agree with our policies, your choice is not to use the Website. By accessing or using this Website, you agree to this Privacy Policy.

You acknowledge and agree that our client(s) that contract with us in connection with this Website or any sales campaigns (collectively, each referred to as "Client") shall be third party beneficiaries of this Privacy Policy and shall be entitled to enforce the provisions of this Privacy Policy as if it were a party hereto.

## Personal, Business and Financial Data

The Company collects personal information when you visit the Website. Much of this information is collected during the registration and/or your use of the Website and, while some items are optional, some are required for legal or security purposes. You may choose to provide additional information during subsequent visits to the Website; in some cases, this additional information will be required by us as a condition of your availing yourself of the Website's services, or your continued use of the Website's services.

Generally, the type of information we collect includes, but is not limited to:

- Data required to verify your identity;
- Data provided by you during your use of the Website's services;
- Personal data necessary to assess your eligibility to utilize the services on the Website;
- Personal data, including geolocation tracking, relating to your use and activity on the Website;
   and
- Non-identifiable and aggregated personal data pertaining to your Website visits and activity that help the Company evaluate and maintain quality control with respect to the features, functionality and user experience of the Website.

# Personal/Business Data

Registration pages and forms will require you to provide basic personal and/or business data. This typically includes your name and email address, and may at times include your home/business address and phone number. The Company uses this data to: (i) enable you to register with, log in and return to the Website; (ii) establish your eligibility to utilize the Website's services; (iii) guard against potential misconduct and/or fraud; and, (iv) contact you if we would like to reach you; (v) analyze user performance; and/or (vi) maintain regular and reliable communications with you regarding interest in the Company's activities and related matters.

We also gather the names and email addresses of users who contact us through the Website with questions about the Company, the Clients (including their authorized agents/contractors) or the Website. We collect this information for the sole purpose of responding to such inquiries and improving the Website and its services.

#### **Additional Information Regarding Data Collected and Uses**

Additional particulars regarding the data we collect and our uses of that data is provided for residents of California and Canada, below.

## **Other Personal Data**

Regardless of whether you register for an account or submit/access information relating to the goods and/or services of the Clients, the Company may send one or more "cookies" to your computer. Cookies are small text files placed on your web browser when you visit our Website that store information on your computer, such as your Website preferences. We use cookies when you sign in to keep track of your personal session, including some account identifiers to ensure that you are the only person making changes to your account. We also use cookies to track your activity on the Website as a unique person. For security purposes, all of this information is stored in encrypted form. No personal information about you is stored.

You can set your web browser to inform you when cookies are set, or to prevent cookies from being set altogether. Please note, however, that if you decline to use cookies, you may experience reduced functionality and slower site response times. In some instances, declining to use our authentication-related cookies may prevent you from using the Website and its services entirely.

The Company and its service providers may also collect web surfing data related to your use of the Website. Such information may include: your Internet Protocol (IP) address, browser type, and internet service provider (ISP); your operating system; which of our web pages you access and how frequently you access them; referral or exit pages; click stream data; and the dates and times that you visit the Website. This data may be collected using cookies, web beacons, page tags or similar tools. As with cookies, the web surfing information is anonymous, "click stream" transactional data that is not associated with any users as individuals.

Web surfing data and similar information may be aggregated for administrative purposes. We may use this aggregated information in the administration of the Website to improve its usability and to evaluate the success of particular marketing and advertising campaigns. We also use it to help optimize the Website based on the needs of our users.

## **Sharing of Personal Information**

We do not sell or rent personal information about our users for marketing purposes. We may, however, share your information with the Clients, and we work with a number of trusted partners who perform vital functions as part of our operations.

During your use of the Website and its services, you agree that we may share your information with other third parties such as our contractors, the Clients (including their respective vendors and retail partners) in order to analyze user metrics and respond to inquiries, investigations or requests relating to the services of the Company, the Clients, your employer (in the event you are employed by one of our contractors), the Website, and other related matters. Please note that the Clients/contractors with which your information is shared may retain or use your information whether or not you use their services. You should contact these third parties directly concerning their privacy and information sharing practices.

## **Additional Sharing of Information**

We also may work with (among others) providers of hosting services for the Website, electronic signature providers, and electronic payment service providers. We may engage third parties to help us carry out certain other internal functions such as account processing, client services, or other data collection relevant to our business. Examples of third parties might include those that perform data processing and/or hosting. Our partners are legally required to keep your information private and secure.

We may share your information with law enforcement or other government agencies as required by law or for the purposes of limiting fraud. We reserve the right to disclose your personally identifiable information when we believe that disclosure is necessary to protect our rights or to comply with a judicial proceeding, court order or legal process. We further reserve the right to disclose any of your personal information that we believe, in good faith, appropriate or necessary to take precautions against liability, to investigate and defend against any third party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of the Website or our services, or to protect the rights, property or personal safety of the Company, its users, issuers, affiliates, the Clients (and their vendors/retail partners), contractors, consultants or others.

We make no representations that the Website is appropriate for use in other locations or are legal in all jurisdictions. Those who access or use the Website from other locations do so at their own risk and are responsible for compliance with local law. You consent to the transfer and processing of your data in the United States of America and any other jurisdiction throughout the world. As a result, personal

information under the Company's custody or control may be accessible to regulatory authorities, the courts and law enforcement officials in accordance with the laws of these jurisdictions.

As a U.S. company, this Privacy Policy is provided in English.

#### **Notifications and Communications from Our Website**

The Company will send you email notifications from time to time. Some notifications are required elements of your transactions on our Website, such as confirmations of particular actions you have taken.

We also send out notices that are required for legal or security purposes. For example, certain notifications are sent for your own protection to ensure that another person cannot make a change to your account without your knowledge. In other cases, these notifications may involve changes to various legal agreements or Website policies about which we would like to inform you. Generally, you may not opt out of such service-related emails.

When you apply for or perform certain activities on the Website, you will receive emails that confirm specific actions you requested. These may include emails to which you must respond to complete your registration and notifications confirming your activity and, perhaps, requesting additional or supporting information.

We may also send you responses to emails you send us, if appropriate. From time to time, we may send user surveys, requests for user feedback regarding user experience and Website operations, or marketing offers from us or from us on behalf of our marketing partners. Completing these surveys, answering requests for feedback, or accepting any offer is strictly voluntary. If you do not wish to receive these surveys, user feedback emails, and/or marketing offers, please opt out in any offer email you receive from us.

# Site Ownership

My Resource Vault is owned by Cydcor LLC

#### **Questions on This Privacy Policy and Your Information**

If you have any questions or concerns regarding this Privacy Policy or our processing of your personal information, please contact us at <a href="mailto:iinfo@myresourcevault.com">iinfo@myresourcevault.com</a> as noted below in the paragraph, "Exercising Your Privacy Rights".

Nevada residents who wish to exercise their sale opt-out rights under Nevada Revised Statutes Chapter 603A may submit a request to the designated email address above. However, please know we do not currently sell data triggering that statute's opt-out requirements.

# **Links to Other Sites**

If you follow any links that direct you away from the Website, this Privacy Policy will not apply to your activity on the other websites you visit. We do not control the privacy policies or the privacy practices of any third parties.

# **California and Canadian Residents**

This section supplements the information contained in this Privacy Policy and applies to visitors, users, and others who reside in the State of California or in Canada. We adopt this notice to comply with the California Consumer Privacy Act of 2018 ("CCPA") and other applicable privacy laws.

## <u>Information We Collect</u>

For purposes under the CCPA, this Privacy Policy provides California residents notice that the Company may have collected the following categories of personal information from you within the last twelve (12) months:

Category	Examples
(1) Identifiers	Real names, aliases, postal addresses, email addresses, phone numbers, unique personal identifier, online identifier, Internet Protocol address, account information, or other similar identifiers
(2) Commercial Information	Pricing, Client products/services, orders/sales solicited or other purchasing or consuming history or tendencies
(3) Internet or other similar network activity	Information on your interaction with the Company and Website, including, but not limited to, performance on any interactive features, surveys, browsing history and search history

(4) Geolocation data	Physical location, generally
(5) Inferences drawn from other personal information	Profiles reflecting a persons' preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes

We may obtain the categories of personal information listed above from the following categories of sources:

- Directly from you: For example, from forms/surveys you complete, information you input into the Website, and any other communications between you and the Company.
  - May apply to the following categories: (1), (2), (3), (4) and (5)
- Indirectly from you: For example, from observing your actions on the Website.
  - May apply to the following categories: (1), (2), (3), (4) and (5)
- Our contractors: If you are employed by one of our contractors, they may send us information about you.
  - May apply to category (1), (2), (4) and (5)
- Publicly available databases.
  - May apply to category (1)

## **Use of Personal Information**

As disclosed in additional detail in the prior sections of this Privacy Policy, we may use or disclose the categories of personal information set forth above for one or more of the following business and/or commercial purposes:

- Performing services. For example, we will use the personal information you submit through our website to help us customize the Websites' services for users, our contractors and the Clients
- Providing you email alerts and other notices concerning our services that may be of interest to you.
- Auditing interactions with users. For example: monitoring traffic to our Website, investigating feedback related to the Website's services, and auditing legal and regulatory compliance.
- Security. For example, maintaining the safety, security, and integrity of our business, services to
  the Clients, Website and its services, databases and other technology assets, including
  preventing fraud, detecting security breaches and prosecuting violators, and responding to law

enforcement requests and meeting requirements of applicable law, court order, or governmental regulations.

- Debugging/Repair. For example, identifying and repairing errors in our Website's functionality.
- Internal Research for Tech Development. For example, testing, research, analysis, and product development, including to develop and improve our Website and its services.
- Quality and Safety Maintenance and Verification. For example, improving, upgrading or
  enhancing our services or Website, verifying the quality or safety of our Website or its services,
  and conducting investigations into the quality of our services.
- Other Commercial Purposes. For example, as described to you when collecting your personal information resulting in disclosure of such information to the Clients (including any vendors/retail partners of the Clients), our contractors and/or to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for any purposes other than those disclosed in this Privacy Policy without first providing you notice.

## **Sharing Personal Information**

We may disclose your personal information to a third party for a business purpose described above. 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 for performing the contract.

We may disclose your personal information for a business purpose to the following categories of third parties:

- Our affiliates.
  - May apply to the following categories: (1), (2), (3), (4) and (5)
- The Clients (including their vendors/retail partners).
  - May apply to the following categories: (1), (2), (3), (4) and (5)
- Our contractors.
  - May apply to the following categories: (1), (2), (3), (4) and (5)
- Our Service Providers (as defined under the CCPA) that help us perform the services offered by the Website.
  - May apply to the following categories: (1), (2), (3), (4) and (5)

We do not, and will not, sell any personal information. As a result, in the preceding twelve (12) months, we have not sold any personal information.

## Your Rights and Choices

• Right to Know. Pursuant to applicable laws in your jurisdiction, you have the right to know and see what data we have collected, used, disclosed, and sold about you, including:

- o The categories of personal information we have collected about you;
- o The categories of sources from which the personal information is collected;
- o The business or commercial purpose for collecting your personal information;
- o The categories of third parties with whom we have shared your personal information; and
- o The specific pieces of personal information we have collected about you.
- Right to Withdraw Consent or to Delete. You have the right to withdraw your consent for us to use or share your personal information or request that we delete the personal information we have collected from you provided that if we do so we may not be able to provide you with goods or services. There are a number of exceptions to the right to delete for California residents, however, that include, but are not limited to, when the information is necessary for us or a third party to do any of the following:
  - o Complete your transaction;
  - o Provide you with goods and/or services;
  - o Perform a contract between us and you;
  - o Protect your security and prosecute those responsible for breaching it;
  - o Fix our system in the case of a bug;
  - o Protect the free speech rights of you or other users;
  - o Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et seq.);
  - o Engage in public or peer-reviewed scientific, historical, or statistical research in the public interests that adheres to all other applicable ethics and privacy laws;
  - o Comply with a legal obligation; or
  - o Make other internal and lawful uses of the information that are compatible with the context in which you provided it.
  - · Authorized Agent. If you are a California resident, you have the right to appoint another person or entity registered with the Secretary of State ("Authorized Agent") to make a request for you. If you appoint an Authorized Agent, you must provide us with legal authorization indicating your consent to have an Authorized Agent act on your behalf. Examples of acceptable forms of legal authorization include, but are not limited to, a fully executed Power of Attorney or a notarized affidavit. If you choose to submit a request using an Authorized Agent, we may require that you provide your Authorized

Agent with written permission to make a request on your behalf, and that you verify your identity directly with us. We may deny a request from an Authorized Agent that does not submit proper proof of authorization.

- · Other Rights.
  - o Disclosure of Personal Information to Third Parties for Direct Marketing. California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our websites that are California residents to request certain information regarding our disclosure of personal information to third parties for their own direct marketing purposes. To make such a request, please contact us at info@myresourcevault.com.
- Exercising Your Privacy Rights. To request access to or deletion of your personal information, or to exercise any other data rights under applicable law, or to discuss any questions or comments you have about our privacy policies and practices, please contact us by using one of the following methods:
  - o Email: You may write to us to exercise rights. Please include your full name, residential address, email address, and phone number, along with why you are writing, so that we can verify your identity and process your request in an efficient manner. Please email us at info@myresourcevault.com.
  - o Toll-Free Telephone Number: You may call us at our toll-free number (866) 293-2679 to exercise your rights. Please include your full name, residential address, e-mail address, and phone number, along with why you are calling, so that we can verify and process your request in an efficient manner.
- · Response Timing for California Resident Requests. After submitting your request for access or deletion, you will receive a confirmation receipt within 10 business days that includes additional information. We aim to respond to a consumer request for access or deletion within 45 days of receiving that request. If we require more time, we will inform you of the reason and extension period in writing. If we are not able to verify your identity based on the information you have provided, we may ask you for additional information. 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.

#### **International Users**

The Website may be accessed by users located outside the United States or Canada. If you choose to use the Website from the European Union or other regions of the world with laws governing data collection and use that may differ from U.S. or Canadian law, then please note that you are transferring your personal information outside of those regions to the United States or Canada, and that by providing your personal information on or through the Website then you consent to that transfer.

## **Security Policy**

## **Access Limitations**

We limit access to the personal information we have about you to those Clients, employees, contractors, and subcontractors who have a legitimate business need to access such information. In keeping with industry standards and practices, we maintain appropriate physical, electronic and procedural safeguards and controls to protect your information. The Website is built upon a secure infrastructure with multiple layers of protection, and we use industry-standard encryption technologies to safeguard your information.

Users are required to identify and authenticate themselves prior to accessing sensitive portions of the Website. Generally, identification and authentication take place through the use of your username and a password and/or while logging in with one of our technical support staff.

## **Notifications of Security Systems Breach**

If we learn of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. We may also post a notice on or through the Website in the event of a security breach. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

#### **Take Precautionary Measures**

You can take several precautions to protect the security of your computer and personal information. For instance, you can use a strong password and restrict access to your email account. You can also install and regularly update antivirus and firewall software to protect your computer from external attacks by malicious users. When you are finished with a session on the Website, be sure that you log out and close the browser window.

You should also be aware of fraudulent attempts to gain access to your account information through "phishing," whereby scammers try to bring unsuspecting people to a website by using a genuine-looking email purporting to be from a legitimate company. Sometimes, either in the email itself or on this fake site, scammers will ask for login information to gain access to people's accounts and withdraw their money.

We will never send you an email asking you for your login information. In general, you can protect yourself against phishing by never providing personal or login information via a link contained in an email; instead, go to the website directly from your browser's home page.

**ATTENTION KIDS:** No information should be submitted to the Company by children under 18 years of age without their parent's or guardian's consent. The Company does not monitor the age of its user audience.

The Company reserves the right to change this policy at any time by posting notice of the existence of a new privacy statement. Your continued use of this Website after receiving notice is deemed to be acceptance of those changes. This statement and the policies outlined herein are not intended to and do not create any contractual or other legal rights in or on behalf of any party.