

## PRIVACY POLICY

This Privacy Policy (“**Privacy Policy**” or “**Policy**”) explains how Backpack Group, Inc., a Delaware corporation company (“**Backpack**”, “**We**”, “**Us**” or “**Our**”) may gather, collect, record, hold, distribute, share, disclose or otherwise use any information or data about any Customer (“**Customer**” or “**You**” or “**Your**”) of Backpack’s website at [www.backpacknetworks.com](http://www.backpacknetworks.com) (“**Backpack Website**”) or through any other site, program, activity, technology platform, technology application, or service offered by Backpack (Backpack Website and these other programs, activities, platform, applications and services are collectively referred to as “**Backpack Services**”).

**BY CONTINUING TO USE BACKPACK WEBSITE OR ANY OTHER BACKPACK SERVICES OFFERED BY BACKPACK, YOU HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY AS IT IS PRESENTED TO YOU AS OF THE DATE OF YOUR FIRST USE OF BACKPACK WEBSITE OR ANY OTHER BACKPACK SERVICES. NO CHANGES (ADDITIONS OR DELETIONS) BY YOU TO THIS PRIVACY POLICY WILL BE ACCEPTED BY BACKPACK. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, OR YOU DO NOT WISH YOUR INFORMATION TO BE USED PURSUANT TO THIS PRIVACY POLICY, THEN YOU SHOULD NOT USE BACKPACK WEBSITE OR ANY OTHER BACKPACK SERVICES AND YOU SHOULD NOT PROVIDE ANY OF YOUR INFORMATION TO BACKPACK.**

**THIS IS A BINDING CONTRACT BETWEEN YOU AND BACKPACK AND YOU SHOULD DOWNLOAD AND PRINT THIS PRIVACY POLICY FOR YOUR RECORDS.**

### **NOTICE TO CUSTOMERS LOCATED IN CALIFORNIA:**

**THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA) PROVIDES CALIFORNIA RESIDENTS WITH SPECIFIC RIGHTS WHICH ARE EXPLAINED TO THESE PARTIES IN THE FOLLOWING SECTIONS OF THIS PRIVACY POLICY:**

<b>SPECIFIC DATA RIGHTS UNDER CCPA; OTHER CCPA NOTICES</b>	<b>SECTIONS IN THIS PRIVACY POLICY PROVIDING SUCH NOTICE</b>
CATEGORIES OF INFORMATION COLLECTED.	SECTION 1
PURPOSES FOR WHICH WE USE YOUR INFORMATION.	SECTION 2

<b>SPECIFIC DATA RIGHTS UNDER CCPA; OTHER CCPA NOTICES</b>	<b>SECTIONS IN THIS PRIVACY POLICY PROVIDING SUCH NOTICE</b>
WHO WE SHARE YOUR INFORMATION WITH AND FOR WHAT PURPOSES.	SECTION 3
YOUR RIGHT TO ACCESS YOUR INFORMATION; YOUR DATA PORTABILITY RIGHTS; YOUR DELETION REQUEST RIGHTS; AND HOW TO ACCESS THESE RIGHTS.	SECTION 4
NOTICE REGARDING ANY SALE OF YOUR INFORMATION TO THIRD PARTY.	SECTION 4
NON-DISCRIMINATION NOTICE.	SECTION 4

### **NOTICE TO CUSTOMERS LOCATED IN NEVADA:**

**SEE SECTION 10 OF THIS PRIVACY POLICY WHICH EXPLAINS CERTAIN RIGHTS GIVEN TO NEVADA RESIDENTS UNDER NEVADA PRIVACY LAW.**

#### **1. INFORMATION WE COLLECT.**

During a Customer’s access or use of Backpack Website or any other Backpack Services, Backpack may, either directly or by using its service providers, gather, collect, record, hold, distribute, share, disclose or otherwise use information or data about You which You provide to Us, as described in Section 1.1 below, or which is automatically collected, as described in Section 1.2 below (hereinafter collectively referred to as the “**Customer Information**”).

#### **1.1 INFORMATION YOU PROVIDE TO US.**

We collect Customer Information that You may provide directly to Backpack while using Backpack Website, including data a Customer may provide to Backpack related to Backpack Services, a Customer’s building that this the subject of this Agreement and/or information relating to a Customer’s operations relating to the building that is the subject of this Agreement or any other building or facility owned and/or operated by Customer. Without limiting the generality of the foregoing, You may provide Backpack with Your Customer Information in the following instances:

- You may provide Customer Information to create an account with Backpack;
- A Customer may provide other Customer Information while requesting any other information about, or requesting Customer support regarding, any Backpack Services or Backpack IP Assets;
- A Customer may provide other Customer Information while requesting any information from or about Backpack, such as a newsletter, e-alert, or any other information about Backpack's Services, events or business partners;
- A Customer may provide other Customer Information while completing any other information through any Backpack Services;
- A Customer may provide other Customer Information while communicating with any other representative of Backpack;
- A Customer may provide other Customer Information while using any third party sites accessed through use of the Backpack Services; or
- A Customer may provide other Customer Information while otherwise communicating with Backpack in any other way.

In these instances, the following are the types of Customer Information You may provide to Backpack and which We may collect:

- Your company name;
- Mailing address and/or billing address;
- E-mail address;
- Phone (or mobile) number; and
- Other relevant building information and systems data.

## **1.2 INFORMATION AUTOMATICALLY COLLECTED.**

When a Customer accesses or otherwise uses the Backpack Website or any other Backpack Services, We automatically collect certain Customer Information about You, including:

- **Device Information.** We (or Our service providers) may collect information about the computer, tablet, phone or other device You use to access any of Backpack Services, including the Internet Protocol address, hardware models, operating system and version, mobile network information and other unique device identifiers.
- **Cookies and other Web-based Tracking Technologies:** We (or Our service providers) may use different technologies such as cookies, web beacons, or other types of small temporary files or web-based tracking technologies to gather certain information (collectively "cookies"). *Please see Section 9 of this Privacy Policy which sets forth the use of these cookies and instructions if You want to disable them.*

- **Geo-location Data:** Subject to any of Your device permissions, We (or Our service providers) may be able to collect information about the precise location of Your device or may gather other general location data based on GPS data, mailing address, and/or billing address (hereinafter collectively referred to as "**Geo-location Data**").

## **1.3 EXCLUSIONS FROM CUSTOMER INFORMATION**

Customer Information does not include:

- Publicly available information from government records; or
- De-identified or aggregated consumer information.

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

**2.1 PRIMARY WAYS WE USE YOUR INFORMATION.** Customer's Customer Information may be gathered, collected, recorded, held, or otherwise used by or on behalf of Backpack (including by Our service providers) to provide, maintain, and improve our Services to You, including for the following purposes:

- When You browse Our website, We also automatically receive Your computer's internet protocol (IP) address in order to provide Us with information that helps Us learn about Your browser and operating system.
- Email marketing: We may send You emails or otherwise communicate with You about Backpack Website, Backpack's products and services, other offers and events, or other updates or promotional information. If You prefer not to receive promotional communications from Us, You may "Opt Out" at any time by following the "Opt Out" instructions in Section 5 herein.
- Without limiting the foregoing, We may also use Your Customer Information for the following purposes:
  - Send support and administrative messages, and respond to Your comments, questions, and Customer service requests;
  - Monitor and analyze trends, usage, and activities in connection with Our goods or services;
  - For compliance purposes as may be required by applicable laws or regulations or as requested by any judicial process or governmental agency (including without limitation for Backpack's tax reporting) or as may be requested under any subpoena;
  - To carry out any other purpose described to You at the time the Customer Information is collected.

**2.2 OTHER WAYS WE MAY USE YOUR INFORMATION.** In addition to the above, Your Customer Information may be gathered, collected, recorded, held or otherwise used for the following additional purposes:

- To use with, or otherwise distribute, share or disclose to, any of Backpack's professional advisors such as attorneys or accountants ("**Outside Professionals**") in order to facilitate the professional advice from those Outside Professionals; or
- To use with, or otherwise distribute, share or disclose to, any government agencies or third parties in order to comply with, or otherwise pursuant to, any subpoena, court order, or other governmental order, law or regulation (including without limitation tax reporting).

**2.3 OTHER TERMS REGARDING THE USE OF YOUR INFORMATION.**

**2.3.1** We will use or share Your Customer Information only for the purposes as described in this Section 2 and in Section 3 herein, unless We reasonably determine We need to use it for another reason and that reason is compatible with the original purpose(s) described herein. For example, We consider de-identification, aggregation, and other forms of anonymization of Customer Information to be compatible with the purposes listed herein and in Your interest because the anonymization of such information reduces the likelihood of improper disclosure of that information. If We need to use Your Customer Information for an unrelated purpose, We will notify You and We will explain the legal basis which allows Us to do so.

**2.3.2 PLEASE NOTE THAT WE MAY PROCESS YOUR CUSTOMER INFORMATION WITHOUT YOUR KNOWLEDGE OR ADDITIONAL CONSENT IN COMPLIANCE WITH THIS PRIVACY POLICY AND WHERE DOING SO IS REQUIRED OR PERMITTED BY LAW INCLUDING WITHOUT LIMITATION ANY SUBPOENA OR OTHER TYPES OF COURT ORDERS.**

**3. SHARING OF INFORMATION**

We may distribute, share or disclose Customer Information about You as follows or as otherwise described herein:

- **Affiliates and Subsidiaries.** We may disclose Your Customer Information with Our affiliates or subsidiaries for any of the purposes described herein.
- **Service Providers.** We may share or disclose Your Customer Information with Our service providers or other third party vendors that We retain in connection with the provision of Backpack Services, including without limitation the following types of service providers that We may engage:
  - Email, internet or other telecommunication service providers;

- Cloud, other data storage, or other hosting service providers;
- Analytics companies who assist Us with various types of data analytics (see Analytics Partners below);
- Other third party contractors We engage to assist Us in providing Our goods and services.

- **Third Party Application Providers.** If a third-party application is used to support Our Backpack Services, We may share or disclose Your Customer Information to such third party application providers, including without limitation third party credit card processors or other third party payment service providers.

- **Analytics Partners.** We may use analytics services provided by a third party analytics service provider or by using one of their tools, such as but not limited to Google Analytics, to collect and process certain analytics data. These services may also collect data about Your use of other websites, apps, and online resources.

- **Aggregated Form.** We may make certain automatically-collected, aggregated, or otherwise de-identified Customer Information available to third parties for various purposes, including (i) compliance with various reporting obligations; (ii) for business or marketing purposes; or (iii) to assist such parties in understanding Our Customers' interests, habits, and usage patterns for certain programs, content, services, advertisements, promotions, and/or functionality available through Backpack Services.

- **Merger, Sale, or Other Asset Transfers.** We may share or disclose or otherwise transfer Your Customer Information to Backpack's Outside Professionals (as defined in Section 2.2 herein), other advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a corporate transaction in which We are acquired by or merged with another entity or We sell, liquidate, or transfer all or a portion of Our assets. The use of Your Customer Information following any of these events will be governed by this Privacy Policy.

- **As Required By Law, Subpoena or Similar Government Order.** We may access, preserve, share, or disclose Your Customer Information if We believe doing so is required or appropriate to: (i) comply with all laws or regulations, including any tax reporting requirements of Backpack; (ii) comply with any other law enforcement requests or legal process, such as a court order or subpoena; (iii) respond to Your requests; or (iv) protect Your, Our, or others' rights, property, or safety. **FOR THE AVOIDANCE OF DOUBT, WE MAY BE REQUIRED TO DISCLOSE YOUR CUSTOMER INFORMATION TO: (I) TAXING**

**AUTHORITIES AS PART OF OUR TAX REPORTING REQUIREMENTS; OR (II) LAW ENFORCEMENT AUTHORITIES OR OTHER GOVERNMENTAL AGENCIES OR VIA SUBPOENA ARISING OUT OF YOUR USE OF ANY UNLAWFUL OR INFRINGING CONTENT WHILE USING ANY BACKPACK SERVICES.**

- **Backpack's Outside Professionals.** We may share or disclose Your Customer Information with any of Backpack's Outside Professionals (as defined in Section 2.2 herein) in order to facilitate the professional advice such Outside Professionals provide to Backpack.
- **Consent.** We may also share or disclose Your Customer Information with Your permission.

**4. ADDITIONAL NOTICE TO CALIFORNIA RESIDENTS REGARDING ADDITIONAL RIGHTS GIVEN TO CALIFORNIA RESIDENTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA).**

In addition to the other notices and disclosures that We have provided in this Privacy Policy to California Residents pursuant to the California Consumer Privacy Act (CCPA), We hereby provide the following notices to all California Residents (as defined above) regarding their rights under the CCPA:

**4.1 ACCESS TO SPECIFIC INFORMATION AND DATA PORTABILITY RIGHTS.**

Each California Resident has the right to request that Backpack disclose certain information to such California resident about Backpack's collection and use of such California Resident's Customer Information over the past 12 months. Once Backpack receives and confirms a California Resident's verifiable consumer request (see Section 4.4: *Exercising Your Access, Data Portability, and Deletion Rights*), Backpack will disclose to such California Resident (per Your request):

- The categories of Customer Information We collected about such California resident.
- The categories of sources for the Customer Information We collected about such California resident.
- Our business or commercial purpose for collecting or selling that Customer Information.
- The categories of third parties with whom We share that Customer Information.
- The specific pieces of Customer Information We collected about such California resident (also called a data portability request).
- If We sold or disclosed Customer Information for a business purpose; two separate lists disclosing:

- Sales (if any), identifying the Customer Information categories that each category of recipient purchased; and
- disclosures for a business purpose, identifying the Customer Information categories that each category of recipient obtained.

**4.2 DELETION REQUEST RIGHTS.**

Each California Resident has the right to request that We delete any of such California Resident's Customer Information that Backpack collected from such California Resident and retained, subject to certain exceptions. Once Backpack receives and confirms a California Resident's verifiable consumer request (see Section 4.4: *Exercising Your Access, Data Portability, and Deletion Rights*), Backpack will delete (and direct Our service providers to delete) such California Resident's Customer Information from Our records, unless an exception applies. However, Backpack may deny such California Resident's deletion request if retaining the information is necessary for Backpack or its service provider(s) to:

- (a) Complete the transaction for which We collected the Customer Information, provide a good or service that such California Resident requested, take actions reasonably anticipated within the context of Our ongoing business relationship with such California Resident, or otherwise perform Our contract with such California Resident;
- (b) Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;
- (c) Debug products to identify and repair errors that impair existing intended functionality;
- (d) Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law;
- (e) Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *et. seq.*);
- (f) Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if such California resident previously provided informed consent;
- (g) Enable solely internal uses that are reasonably aligned with consumer expectations based on such California Resident's relationship with Us;
- (h) Comply with a legal obligation; or
- (i) Make other internal or lawful uses of that information that are compatible with the context in which such California Resident provided it.

**4.3 NOTIFICATION REGARDING "SALE" (IF ANY) OF CUSTOMER INFORMATION UNDER THE CCPA.**

In view of the definition of "sale" under the CCPA, We may, either now or in the future, exchange, share, and/or "sell" (as defined under the CCPA) certain Customer Information to

certain third parties. **CLICK HERE** for Backpack's "**DO NOT SELL MY CUSTOMER INFORMATION**" notice to California Residents about their right to stop any such "sales", if any such "sales" exist: <https://backpacknetworks.com/order-form/dnsmi>

#### **4.4 EXERCISING A CALIFORNIA RESIDENT'S ACCESS, DATA PORTABILITY, AND DELETION RIGHTS.**

To exercise the access, data portability, deletion rights, and other rights described in this Section 4, a California Resident must submit a verifiable consumer request to Backpack by either:

- (A) Emailing Backpack at:  
contractadmin@backpacknetworks.com
- (B) Calling Backpack at: (512) 333-0434

Only a California Resident, or a person registered with the California Secretary of State that is a California Resident authorized to act on the California Resident's behalf, may make a verifiable consumer request to Backpack related to the California Resident's Customer Information. A California Resident may also make a verifiable consumer request on behalf of such California Resident's minor child who is a California Resident. A California Resident may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- (a) Provide sufficient information that allows Backpack to reasonably verify that a California resident is the person about whom We collected Customer Information or is an authorized representative.
- (b) Describe the California resident request with sufficient detail that allows Backpack to properly understand, evaluate, and respond to it.

Backpack cannot respond to a California Resident's request or provide a California Resident with Customer Information if Backpack cannot verify the California Resident's identity or authority to make the request and confirm the Customer Information relates to such California Resident. Making a verifiable consumer request does not require a California Resident to create an account with us. Backpack will only use Customer Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

#### **4.5 RESPONSE TIMING AND FORMAT.**

If a California Resident sends a verifiable consumer request as set forth in Section 4.4 above, Backpack will endeavor to respond to such verifiable consumer request within forty-five (45) days of its receipt. If Backpack requires more time (up to a total aggregate of 90 days), Backpack will inform such California Resident of the reason and extension period in writing. If such California Resident has an account with Us, We will deliver Our written response to that account. If such California Resident does not have an account with Us, We will deliver Our written response by mail or electronically. Any disclosures We provide will only cover the 12-month period preceding the verifiable consumer

request's receipt. The response We provide will also explain the reasons We cannot comply with a request, if applicable. For data portability requests, We will select a format to provide the California Resident's Customer Information that is readily useable and should allow such California Resident to transmit the information from one entity to another entity without hindrance. We do not charge a fee to process or respond to a California Resident's verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If We determine that the request warrants a fee, We will tell such California Resident why We made that decision and provide such California Resident with a cost estimate before completing such California Resident's request.

#### **4.6 NON-DISCRIMINATION NOTICE.**

Backpack will not discriminate against any California Resident for exercising any of such California Resident's rights under the CCPA. Unless permitted by the CCPA, We will not:

- (a) Deny such California Resident any goods or services;
- (b) Charge such California Resident different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- (c) Provide such California Resident a different level or quality of goods or services; or
- (d) Suggest that such California resident may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### **4.7 SPECIAL NOTICE ABOUT EXCLUSION OF CERTAIN INFORMATION FROM GOVERNANCE OF THE CCPA.**

IN ACCORDANCE WITH THE CCPA, THE COLLECTION AND USE OF THE FOLLOWING INFORMATION IS NOT SUBJECT TO OR GOVERNED BY THE CCPA AND, THUS, IS EXCLUDED FROM THE TERMS AND CONDITIONS OF SECTION 4 OF THIS PRIVACY POLICY

- ANY HEALTH OR MEDICAL INFORMATION COVERED BY OR OTHERWISE SUBJECT TO: (A) THE U.S. FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND ITS RELATED REGULATIONS; OR (B) THE CALIFORNIA CONFIDENTIALITY OF MEDICAL INFORMATION ACT (CMIA) AND ITS RELATED REGULATIONS); OR
- ANY INFORMATION COVERED BY CERTAIN OTHER INDUSTRY SECTOR-SPECIFIC PRIVACY LAWS, INCLUDING THE FAIR CREDIT REPORTING ACT (FCRA), THE GRAMM-LEACH-BLILEY ACT (GLBA), THE CALIFORNIA FINANCIAL INFORMATION PRIVACY ACT (FIPA), AND THE DRIVER'S PRIVACY PROTECTION ACT OF 1994.

## **5. OPT-OUT FROM RECEIVING INFORMATION FROM BACKPACK.**

**5.1 YOU CAN OPT-OUT FROM RECEIVING INFORMATION FROM BACKPACK.** In the event a Customer has provided Backpack with Customer Information such as that discussed above, and thereafter a Customer does not want to continue to directly receive further notices, or information from Backpack such as emails about Backpack's products or services, the Customer must send an email message to [contractadmin@backpacknetworks.com](mailto:contractadmin@backpacknetworks.com) that the Customer no longer wants to receive these communications directly from Backpack ("**Opt Out**"). Once Backpack has received the Customer's request to Opt Out, Backpack will use commercially reasonable efforts, in a commercially reasonable time period, to try to carry out such Customer's request to Opt Out; **provided, however**, Backpack will not have any obligation to retrieve, and cannot prevent the further use by others of, such Customer's Customer Information which may have been shared up to that time with other parties as permitted by the provisions of this Privacy Policy.

**5.2 EFFECT OF OPT-OUT.** If a Customer elects to Opt Out, and provided such Customer has properly delivered its Opt Out request to Backpack in accordance with Section 5.1 herein, such Customer will no longer receive emails directly from Backpack after a commercially reasonable time from the date such Customer sent its Opt Out notice to Backpack. However, Backpack does not have any obligations under, or liability arising out of, this Privacy Policy with regard to a Customer's decision to share its Customer Information with, Our use of, any other internet websites, forums, or programs that the Customer may have linked to via Backpack Website which are not under Backpack's direct control or ownership. Accordingly, after sending Your Opt Out to Backpack, You may need to contact these other entities directly regarding their use of Your Customer Information.

## **6. LINKS TO, AND USE OF, THIRD PARTY SERVICES OR THIRD PARTY SITES.**

**6.1 Third Party Services.** In general, the third-party providers used by Us will only collect, use and disclose Your information to the extent necessary to allow them to perform the services they provide to Us. However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information We are required to provide to them for Your purchase-related transactions. For these providers, We recommend that You read their privacy policies so You can understand the manner in which Your Customer Information will be handled by these providers. In particular, remember that certain providers may be located in or have facilities that are located in a different jurisdiction than either You or Us. So if You elect to proceed with a transaction that involves the services of a third-party service provider, then Your information may become subject to the

laws of the jurisdiction(s) in which that service provider or its facilities are located. As an example, if You are located in Canada and Your transaction is processed by a payment gateway located in the United States, then Your Customer Information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act. Once You leave Our Backpack Website or any other Backpack Program, or are redirected to a third-party website or application, You are no longer governed by this Privacy Policy or Our website's Terms & Conditions.

**6.2 Links.** When You click on links on Our website, including without limitation links related to Affirm and Its payment program, they may direct You away from Our site. We are not responsible for the privacy practices of other sites and encourage You to read their privacy statements.

**6.3 Cookies by Third Parties.** Third party vendors (e.g.: Google, Facebook) may use cookies and similar technologies to collect or receive information regarding Your device and elsewhere on the internet and use that information to provide measurement services and target ads. You can choose to opt out of Google's use of cookies by visiting the Google ad and content network privacy policy.

## **7. DO NOT TRACK: SPECIAL ADDITIONAL NOTICE TO CALIFORNIA RESIDENTS.**

Some browsers have a "DO NOT TRACK" feature that lets website Customers inform websites or other applications that they do not want to have their online activities tracked. These "do not track" features may also give website Customers other choices regarding the collection of their personal identifiable information. However, these "do not track" features and "do not track" signals are not yet uniform. **ACCORDINGLY, EACH CUSTOMER OF BACKPACK WEBSITE OR ANY OTHER BACKPACK PROGRAM IS HEREBY NOTIFIED THAT BACKPACK WEBSITE AND THE OTHER BACKPACK SERVICES ARE NOT CURRENTLY SET UP TO RESPOND TO ANY OF THE CUSTOMER'S "DO NOT TRACK" FEATURES OR "DO NOT TRACK" SIGNALS.**

## **8. AGE OF CONSENT.**

**8.1 COPPA Notice.** The Backpack Website and other Backpack Programs are not directed to children under the age of 13. We adhere to the U.S. federal Children's Online Privacy Protection Act ("**COPPA**") and will not knowingly register or otherwise collect Customer Information from any child under the age of 13. We ask that minors under the age of 13 not submit any Customer Information to Us. If You have reason to believe a child under the age of 13 has provided Us with Customer Information, please contact Backpack at [contractadmin@backpacknetworks.com](mailto:contractadmin@backpacknetworks.com) and request that such information be deleted from Our records.

**8.2 Customer Age Confirmation** By using Backpack Website or any other Backpack Program, You represent that You are at least the age of majority in Your state or province of residence, or that You are the age of majority in Your state or province of residence and You have given Us Your consent to allow any of Your minor dependents to use Our Backpack Website or other Backpack Program.

## **9. COOKIES POLICY; HOW YOU CAN DISABLE COOKIES.**

**9.1 What Are Cookies.** As is common practice with almost all professional websites the Backpack Website or other Backpack Program use cookies, which are tiny files that are downloaded to Your computer, to improve Your experience. This section describes what information they gather, how We use it and why We sometimes need to store these cookies. We will also share how You can prevent these cookies from being stored however this may downgrade or 'break' certain elements of a website's functionality.

**9.2 How We Use Cookies.** We use cookies for a variety of reasons detailed below. Unfortunately, in most cases there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to this site. It is recommended that You leave on all cookies if You are not sure whether You need them or not in case they are used to provide a service that You use.

**Disabling Cookies.** You can prevent the setting of cookies by adjusting the settings on Your browser (see Your browser Help for how to do this). Be aware that disabling cookies will affect the functionality of this and many other websites that You visit. Disabling cookies will usually result in also disabling certain functionality and features of the Backpack Website or any other Backpack Programs. Therefore, it is recommended that You do not disable cookies.

### **9.3 The Cookies We Set.**

- Orders processing related cookies: This site offers e-commerce or payment facilities and some cookies are essential to ensure that Your order is remembered between pages so that We can process it properly.
- Forms related cookies: When You submit data to or through a form such as those found on contact pages or comment forms, cookies may be set to remember Your Customer details for future correspondence.

**9.4 Third Party Cookies.** In some special cases We also use cookies provided by third parties. The following section details which third party cookies You might encounter through this site.

- This site uses Google Analytics which is one of the most widespread and trusted analytics solution on the web for helping Us to understand how You use the site and ways that We can improve Your experience. These

cookies may track things such as how long You spend on the site and the pages that You visit so We can continue to produce engaging content. For more information on Google Analytics cookies, see the official Google Analytics page.

- Third party analytics are used to track and measure usage of this site so that We can continue to produce engaging content. These cookies may track things such as how long You spend on the site or pages You visit which helps Us to understand how We can improve the site for You.
- From time to time, We test new features and make subtle changes to the way that the site is delivered. When We are still testing new features these cookies may be used for to ensure that You receive a consistent experience while on the site to ensure that We understand which optimizations Our Customers appreciate the most.
- As We sell Our products or services, it's important for Us to understand statistics about how many of the visitors to Our site actually make a purchase and as such this is the kind of data that these cookies will track. This is important to You as it means that We can accurately make business predictions that allow Us to monitor Our advertising and product /service costs to ensure the best possible price.
- Several partners advertise on Our behalf and affiliate tracking cookies simply allow Us to see if Our customers have come to the site through one of Our partner sites so that We can credit them appropriately and where applicable allow Our affiliate partners to provide any bonus that they may provide You for making a purchase.

## **10. ADDITIONAL NOTICE TO NEVADA RESIDENTS UNDER NEVADA PRIVACY LAW.**

In addition to the other notices and disclosures that We have provided in this Privacy Policy to Customers located in the State of Nevada ("**Nevada Residents**"), We hereby provide the following additional notices to all Nevada Residents regarding their rights under Nevada law:

**UNDER NEVADA REVISED STATUTES CHAPTER 603A (THE "NEVADA PRIVACY ACT") , NEVADA RESIDENTS (AS DEFINED ABOVE) WHO HAVE PURCHASED GOODS OR SERVICES FROM US MAY NOTIFY US TO NOT SELL (AS CONTEMPLATED UNDER THE NEVADA PRIVACY ACT) SUCH PERSON'S COVERED CUSTOMER INFORMATION AS CONTEMPLATED BY THE NEVADA PRIVACY ACT. COVERED CUSTOMER INFORMATION INCLUDES FIRST AND LAST NAME, ADDRESS, EMAIL ADDRESS, PHONE NUMBER, OR AN**

IDENTIFIER THAT ALLOWS A SPECIFIC PERSON TO BE CONTACTED. IF YOU ARE A NEVADA RESIDENT, YOU MAY SUBMIT A REQUEST TO US TO NOT "SELL" YOUR COVERED CUSTOMER INFORMATION BY SENDING AN EMAIL MESSAGE TO BACKPACK TO: [contractadmin@backpacknetworks.com](mailto:contractadmin@backpacknetworks.com).

**11. YOUR CONSENT TO THIS PRIVACY POLICY; ENFORCEMENT OF THIS PRIVACY POLICY BY BACKPACK**

EACH CUSTOMER CONFIRMS AND AGREES THAT BY THE CUSTOMER'S ACT OF USING BACKPACK WEBSITE OR ANY OTHER BACKPACK SERVICES, INCLUDING WITHOUT LIMITATION UPLOADING ANY OF THE CUSTOMER'S CUSTOMER INFORMATION OR ANY OTHER CONTENT VIA BACKPACK WEBSITE OR ANY OTHER BACKPACK PROGRAM OR BY PARTICIPATING IN ANY PRODUCT OFFERING (AS SUCH TERM IS DEFINED IN THE TERMS OF USE), THE CUSTOMER:

- (A) UNCONDITIONALLY CONSENTS TO AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, INCLUDING WITHOUT LIMITATION AUTOMATICALLY CONSENTING TO THE COLLECTION, USE AND SHARING OF THE CUSTOMER'S CUSTOMER INFORMATION AS SET FORTH IN THIS PRIVACY POLICY; AND
- B) FURTHER AGREES THAT NO PROVISION OF THIS PRIVACY POLICY SHALL LIMIT, CONDITION, ALTER, OR AMEND, IN ANY WAY WHATSOEVER, ANY RIGHTS THAT CUSTOMER MAY HAVE SEPARATELY GRANTED TO BACKPACK PURSUANT TO ANY OTHER AGREEMENT THAT THE CUSTOMER MAY HAVE SEPARATELY ENTERED INTO WITH BACKPACK.

**12. CHANGES TO THIS PRIVACY POLICY.**

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**13. CONTACT INFORMATION.**

If You have questions or comments about this Privacy Policy Backpack Websites, or Backpack Services, please write, phone or email Us via the contact information below:

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201 Alhambra Circle, Suite 510  
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Attention: David B. McCain  
Executive Vice President, Secretary and General Counsel

Or, Email Us at: [contractadmin@backpacknetworks.com](mailto:contractadmin@backpacknetworks.com)