

N.B.S TRAINING 13 Privacy Policy

This privacy policy (“**Policy**”) describes how Nobulls Training Group, LLC and its subsidiaries, affiliates and designees (collectively referred to as “**NBS**”, “**we**”, “**us**”) collect, use and share personal information of users of the NBS Training 13 website, subscription service and other online content related to the website and subscription service and the use thereof (collectively, the “**Service**”).

All capitalized terms not defined herein are defined in our Terms and Conditions.

IF YOU DO NOT AGREE WITH OUR POLICIES DO NOT USE OR ACCESS THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO THIS POLICY.

1. Information Collected

- a. When you create an Account or use the Service, you provide us with information we collect, use, and store. This personally identifiable information (“Personal Information”) includes but is not limited to, your name, address or service location, phone number, email address, demographic information, information regarding your use of the Service, health information, health goals, username, account password, payment information and other information you directly give us on or through the Service and during service, and support.
- b. We may use or provide your email address to deliver targeted marketing messages from us, affiliated companies, partners, and other trusted businesses. The Service may contain links to third party websites or online services. If you click on the links, these third parties may collect information about you.
- c. We may get information about you from other sources and we may add or combine this to the other information we get about you.. Such information may be used to facilitate advertisements appearing in the Service or in email and mail communications to you.
- d. We may automatically collect information about you and your computer or device, including but not limited to, you unique identifier for your device, the operating system type, browser type, browser language, the website you visited before the Service, your usage traffic and patterns, access times, IP address, and information about your use of and actions on the Service.
- e. Cookies are small data files stored in separate files within your internet browser. Cookies may be used to recognize your device or browser and to save and remember your preferences, and monitor your usage behavior in order to help make the Service better, improve your experience, and to provide you with content and offers customized to your interests. Many browsers are set to accept cookies until you change your settings. Various browsers have different ways to let you delete

cookies, refuse all or some cookies, or to alert you when cookies are being placed. Note that if you disable or refuse cookies, some parts of the Service may then be inaccessible or not function properly.

- f. When you use the Service, we or our service providers that facilitate our ability to provide the Service to you may collect and process information about your actual location. We and such service providers may use various technologies to determine location, including IP address, GPS and other sensors. The Service may use your mobile device's background location, including to send you notifications. If you have background location turned on we or our third-party service provider may from time to time receive information
- g. We do not authorize third parties to collect your Personal Information from your use of the Service over time and across different Web sites for their own use without your consent or except as provided herein.

2. USE AND SHARING OF PERSONAL INFORMATION

- a. We are the sole owners of all information collected on, by or through the Service. While we strive not to share, sell or rent any information gathered from you or your use of the Service, it may be required for us to share your Personal (and non-personal) Information with third-party vendors to facilitate providing the Service. You authorize us to share your information in this manner.
- b. In the event that all or substantially all of our ownership interest/and or assets are sold to, transferred to or otherwise acquired by another entity or individual, you authorize us to share your Personal and non-personal information to the acquiring entity or individual.
- c. We will not, without your prior written consent, otherwise sell, share or rent the information gathered from, by or through the use of the Service other than as described in this Policy.
- d. The Personal Information that you provide will be available to us and our subsidiaries, affiliates, employees, agents, representatives, designees, service providers that facilitate our ability to provide the Service to you, (collectively, the "**NBS Parties**"). By submitting Personal Information, you grant the NBS Parties a license to use such Personal Information for the purposes described in this section as follows:
 - i. To operate, maintain, and improve the Service and other services we, or our affiliates, provide to you through the Service or otherwise.
 - ii. To monitor and enforce your compliance with the Terms and Conditions applicable to the Service.
 - iii. To respond to comments and/or questions and provide customer service.

- iv. To send information to you including confirmations, invoices, technical notices, updates, alerts, newsletters, email, and support and administrative messages.
 - v. To market and advertise to you based upon criteria such as location, usage history and other information regarding or provided in relation your use of the Service.
 - vi. To detect trends and to customize, measure and improve the content, layout and operation of the Service or to otherwise understand the nature of our business.
 - vii. To troubleshoot and diagnose technical problems, and to provide and deliver products and services as requested.
 - viii. To administer a content, promotion, survey or other Service feature.
 - ix. To prevent potentially prohibited or illegal activities and to protect the security of the Service and our business.
 - x. To send periodic email communications to you regarding the Service or other products and services.
- e. NBS Parties may share your Personal Information as follows:
- i. With your consent.
 - ii. With third parties, but only in an aggregated and/or anonymized format, except as otherwise described in this Policy.
 - iii. With those who need it to do work for us (such as consultants and independent contractors).
 - iv. With third parties as necessary to enable or facilitate the use of the Services, including outsourcing of any aspect of the Services, and facilitating payments or user transactions.
 - v. With our marketing providers, to conduct marketing and analytics.
 - vi. To private entities, law enforcement or other government agencies and officials that we, in our sole discretion, believe is required: (a) by law; (b) to protect and/or defend our property or other legal rights; and/or (c) to protect the personal safety, or property or other legal rights of others.

3. OPT-OUT

- a. Emails from NBS will tell you how to “opt-out.” You may also contact us directly at nbstraining13@gmail.com to opt-out. Upon receipt and processing of an "opt-out" request, we will, within a commercially reasonable amount of time, remove your information from any listings used to provide you with marketing emails from us or our affiliates in the future. If you opt-out, we may still send you non-marketing emails. Non-marketing emails include emails about your accounts and our business dealings with you (including your access and use of the Service).
- b. You may send requests to review, change or request the deletion of your Personal Information and preferences, or to opt-out of sharing with others, to us using the contact information provided below. We will then take all reasonable efforts to correct or remove your Personal Information from our active database. Subject to

applicable law, if you request that all (or certain) of your Personal Information be deleted, you may be required to discontinue your use of the Service.

4. SECURITY; LIMITS ON OUR ABILITIES

We take commercially reasonable precautions to help protect Personal Information from loss, misuse and unauthorized access, disclosure, alteration or destruction. Please note, however, that no data security measures can be guaranteed to be completely effective and we cannot guaranty or warrant the safety or security of your information. You understand that your use of the Service and submission of information to us is at your own risk, and you should not expect that your Personal Information will always remain private.

Your privacy is very important to us. However, we cannot ensure that your Personal Information will not be disclosed to parties and in ways not described in this Policy. For example, third parties may unlawfully intercept or access transmissions or private communications. As stated above, if all or substantially all of our ownership interest and/or assets are transferred or sold to another entity, we might transfer Personal Information and non-personal information to the acquiring entity. We cannot and do not guarantee that third parties or acquiring entities will follow the terms of this Policy. Therefore, the terms of this Policy do not apply to information about you collected by a third party or acquiring entities and we cannot control or be held responsible for the privacy policies of third parties or acquiring entities. Read their privacy policies to find out more about how information about you is collected and used.

5. CHILDREN

According to the Terms and Conditions, no one under the age of 18 is permitted to use the Service. We do not specifically market to children under the age of 18 and will not knowingly collect any personal information from children or about under the age of 18. If you are a parent or guardian of a child under the age of 18 and believe he or she has disclosed personally identifiable information to us, please contact us immediately using the contact information below. A parent or guardian of a child under the age of 18 may review and request deletion of the child's personally identifiable information and prohibit its use.

6. GOVERNING LAW

This Privacy Policy is governed under the laws of the State of Texas, without regard to its conflict of law provisions.

7. DISPUTE RESOLUTION

All questions, differences, controversies, claims, or disputes arising out of or in connection with the Service or the Privacy Policy shall be submitted to and resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Arbitration proceedings will be held in Harris County, Texas and conducted by a single arbitrator mutually acceptable to you and us (or if you and we are not able to agree on an arbitrator, one appointed by the AAA). ALL PROCEEDINGS SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS,

NOT AS A CLASS ACTION (PARTICIPATION IN WHICH IS HEREBY WAIVED), AND MAY NOT BE COMBINED WITH OTHER PROCEEDINGS. Any judgment upon an award rendered by the arbitrator may be entered in any state or federal court located in Harris County, Texas. The party desiring arbitration shall so notify the other party, in writing, in accordance with the aforesaid rules. Arbitration is the sole exclusive remedy of the parties of any controversy hereunder. This arbitration clause shall be construed in accordance with the laws of the State of Texas in the United States, without reference to choice of law principles, and shall be deemed to be a mandatory submission to arbitration under the provisions of said laws. In any such action, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs and reasonably attorney's fees. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THE TERMS AND CONDITIONS AND THIS PRIVACY POLICY, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THE TERMS OF AND CONDITIONS AND PRIVACY POLICY SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.

8. CHANGES TO THIS PRIVACY POLICY

We may change this Privacy Policy at any time, in our sole discretion. You will be notified of any changes on this Privacy Policy page. All changes are effective immediately when we post them. We may elect to e-mail you with notices of a change in our Privacy Policy, but you are responsible for periodically visiting our Website and this Privacy Policy page to check for any changes. Your continued use of the Service following the post of the revised Privacy Policy means that you accept and agree to the changes. If we make any changes, we will change the last updated date below.

9. NOTICES

Contact NBS by email at nbstraining13@gmail.com. Contact information may be changed at any time by NBS and such changes shall be effective upon notice communicated to you through a posting on the Service or such other means as NBS may deem appropriate from time to time (including electronic mail or conventional mail).

This privacy policy was last updated on May 1, 2020.