Effective date: February 9, 2024

At Cirkul, we take your privacy seriously. Please read this Privacy Policy to learn how we treat your personal data. By using or accessing our Services in any manner, you acknowledge that you accept the practices and policies outlined below, and you hereby consent that we will collect, use and share your information as described in this Privacy Policy.

Remember that your use of Cirkul's Services is at all times subject to our Terms of Service https://drinkcirkul.com/pages/terms, which incorporates this Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Use

You may print a copy of this Privacy Policy by clicking here. If you have a disability, you may access this Privacy Policy in an alternative format by contacting privacy@drinkcirkul.com.

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What this Privacy Policy Covers

This Privacy Policy covers how we treat Personal Data that we gather when you access or use our Services. "Personal Data" means any information that identifies or relates to a particular individual and also includes information referred to as "personally identifiable information" or "personal information" under applicable data privacy laws, rules or regulations. This Privacy Policy does not cover the practices of companies we don't own or control or people we don't manage.

Personal Data

Categories of Personal Data We Collect

This chart details the categories of Personal Data that we collect and have collected over the past 12 months for the detailed purposes, each described further in the "Our Commercial or Business Purposes for Collecting or Disclosing Personal Data" section below:

<u>Category of</u> <u>Personal Data</u>	Examples of Personal Data We Collect	Categories of Third Parties To Whom We Disclose this Personal Data	Purpose(s) for Collection
Account Data	 Account name and password First and last name Email Postal address Phone number Date of birth 	 Service Providers Advertising Partners Business Partners Parties You Authorize, Access or Authenticate 	 Providing, Customizing and Improving the Services Corresponding with You Meeting Legal Requirements
Payment Data	 Credit or debit card number Expiration Date Billing address, phone number, and email 	• Service Providers (specifically our payment processing partner, currently Shopify, Recharge and Braintree)	 Providing, Customizing and Improving the Services Meeting Legal Requirements
Commercial Data	Purchase historyConsumer profiles	 Service Providers Advertising Partners Business Partners Parties You Authorize, Access or Authenticate 	 Providing, Customizing and Improving the Services Marketing the Services Corresponding with You Meeting Legal Requirements

Web Analytics	 Web page interactions Referring webpage/source through which you accessed the Services Non-identifiable request IDs Statistics associated with the interaction between device or browser and the Services 	 Service Providers Advertising Partners Business Partners Parties You Authorize, Access or Authenticate 	 Providing, Customizing and Improving the Services Marketing the Services Corresponding with You Meeting Legal Requirements
Social Network Data	 Email Phone number User name IP address Device ID 	 Service Providers Advertising Partners Business Partners Parties You Authorize, Access or Authenticate 	 Providing, Customizing and Improving the Services Marketing the Services Corresponding with You Meeting Legal Requirements
Consumer Demographic Data	 Age / date of birth Gender Shopping preferences and consumer categories Information about your health and fitness preferences and interests Cultural, social and political identifiers (for example, veteran status, affiliations and interests) 	 Service Providers Advertising Partners Business Partners Parties You Authorize, Access or Authenticate 	 Providing, Customizing and Improving the Services Marketing the Services Corresponding with You Meeting Legal Requirements
Geolocation Data	IP-address-based location information	 Service Providers Advertising Partners Business Partners Parties You Authorize, Access or Authenticate 	 Providing, Customizing and Improving the Services Marketing the Services Meeting Legal Requirements

Categories of Data that may be Considered "Sensitive"	Race or ethnic originReligion	 Service Providers Business Partners Parties You Authorize, Access or Authenticate 	 Providing, Customizing and Improving the Services Marketing the Services Meeting Legal Requirements
Inferences Drawn From Other Personal Data Collected	 Profiles reflecting user attributes Profiles reflecting user behavior 	 Service Providers Advertising Partners Business Partners Parties You Authorize, Access or Authenticate 	 Providing, Customizing and Improving the Services Marketing the Services Corresponding with You Meeting Legal Requirements
Other Identifying Information that You Voluntarily Choose to Provide	Identifying information in emails or other communications you send us	 Service Providers Advertising Partners Business Partners Parties You Authorize, Access or Authenticate 	 Providing, Customizing and Improving the Services Marketing the Services Corresponding with You Meeting Legal Requirements

Categories of Sources of Personal Data

We collect Personal Data about you from the following categories of sources:

- You
 - When you provide such information directly to us.
 - When you create an account or use our interactive tools and Services.
 - When you voluntarily provide information in free-form text boxes through the Services or through responses to surveys or questionnaires.
 - When you send us an email or otherwise contact us.
 - When you use the Services and such information is collected automatically.

- Through Cookies (defined in the "Tracking Tools, Advertising and Opt-Out" section below).
- If you download our mobile application or use a location-enabled browser, we may receive information about your location and mobile device, as applicable.

Third Parties

Vendors

- We may use analytics providers to analyze how you interact and engage with the Services, or third parties may help us provide you with customer support.
- We may use vendors to obtain information to generate leads and create user profiles.

Advertising Partners

We receive information about you from some of our vendors who
assist us with marketing or promotional services related to how
you interact with our websites, applications, products, Services,
advertisements or communications.

Social Networks

 If you provide your social network account credentials to us or otherwise sign in to the Services through a third-party site or service, some content and/or information in those accounts may be transmitted into your account with us.

Our Commercial or Business Purposes for Collecting or Disclosing Personal Data

Providing, Customizing and Improving the Services

- Creating and managing your account or other user profiles.
- Processing orders or other transactions; billing.
- Providing you with the products, services or information you request.
- Meeting or fulfilling the reason you provided the information to us.
- Providing support and assistance for the Services.
- Allowing you to access and manage current and past orders through the Services.
- Improving the Services, including testing, research, internal analytics and product development.
- Personalizing the Services, website content and communications based on your preferences.
- Doing fraud protection, security and debugging.

 Carrying out other business purposes stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws, such as the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (together, the "CCPA"), the Virginia Consumer Data Protection Act (the "VCDPA"), the Colorado Privacy Act (the "CPA"), and the Connecticut Data Privacy Act (the "CTDPA").

Marketing the Services

- Marketing and selling the Services.
- Showing you advertisements, including interest-based or online behavioral or targeted advertising.

Corresponding with You

- Responding to correspondence that we receive from you, contacting you when necessary or requested, and sending you information about Cirkul or the Services.
- Sending emails and other communications according to your preferences or that display content that we think will interest you.

• Meeting Legal Requirements and Enforcing Legal Terms

- Fulfilling our legal obligations under applicable law, regulation, court order or other legal process, such as preventing, detecting and investigating security incidents and potentially illegal or prohibited activities.
- Protecting the rights, property or safety of you, Cirkul or another party.
- Enforcing any agreements with you.
- Responding to claims that any posting or other content violates thirdparty rights.
- Resolving disputes.

We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated or incompatible purposes without providing you notice.

As noted in the list above, we may communicate with you if you've provided us the means to do so. For example, if you've given us your email address, we may send you promotional email offers or email you about your use of the Services. If you do not want to receive communications from us, please indicate your preferences by emailing us at privacy@drinkcirkul.com.

How We Disclose Your Personal Data

We disclose your Personal Data to the categories of service providers and other parties listed in this section. Depending on state laws that may be applicable to you, some of these disclosures may constitute a "sale" of your Personal Data. For more information, please refer to the state-specific sections below.

- **Service Providers.** These parties help us provide the Services or perform business functions on our behalf. They include:
 - Hosting, technology and communication providers, including but not limited to text messaging service providers.
 - Security and fraud prevention consultants.
 - Analytics providers.
 - Support and customer service vendors.
 - Product fulfillment and delivery providers.
 - Payment processors.
 - Our payment processing partners Shopify, Recharge and Braintree collect your voluntarily-provided payment card information necessary to process your payment.
 - Please see Shopify's <u>terms of service</u> and <u>privacy</u> <u>policy</u> for information on its use and storage of your Personal Data.
 - Please see Recharge's <u>terms of service</u> and <u>privacy</u> <u>policy</u> for information on its use and storage of your Personal Data.
 - Please see Braintree's <u>payment services</u> <u>agreement</u> and <u>privacy policy</u> for information on its use and storage of your Personal Data.
- **Advertising Partners.** These parties help us market our services and provide you with other offers that may be of interest to you. They include:
 - Ad networks.
 - Marketing providers.
 - Data cooperatives.
- **Business Partners.** These parties partner with us in offering various services. They include:
 - Businesses that you have a relationship with.
 - Companies that we partner with to offer joint promotional offers or opportunities.

• Parties You Authorize, Access or Authenticate

- Third parties you access through the services.
- Social media services.
- Other parties authorized by you.

Legal Obligations

We may disclose any Personal Data that we collect to third parties in conjunction with any of the activities set forth under "Meeting Legal Requirements and Enforcing Legal Terms" in the "Our Commercial or Business Purposes for Collecting Personal Data" section above.

Business Transfers

All of your Personal Data that we collect may be transferred to a third party if we undergo a merger, acquisition, bankruptcy or other transaction in which that third party assumes control of our business (in whole or in part). Should one of these events occur, we will make reasonable efforts to notify you before your information becomes subject to different privacy and security policies and practices.

Data that is Not Personal Data

We may create aggregated, de-identified or anonymized data from the Personal Data we collect, including by removing information that makes the data personally identifiable to a particular user. We may use such aggregated, de-identified or anonymized data and disclose it to third parties for our lawful business purposes, including to analyze, build and improve the Services and promote our business, provided that we will not disclose such data in a manner that could identify you.

Tracking Tools, Advertising and Opt-Out

The Services use cookies and similar technologies such as pixel tags, including the Meta Pixel, web beacons, clear GIFs and JavaScript (collectively, "Cookies") as well as session replay, chat bot and similar technology to enable our servers to recognize your web browser, tell us how and when you visit and use our Services, analyze trends, understand usage patterns, provide customer support, learn about our user base and operate and improve our Services. Cookies are small pieces of data – usually text files – placed on your computer, tablet, phone or similar device when you use that device to access our Services. We may also supplement the information we collect from you with information received from third parties, including third parties

that have placed their own Cookies on your device(s). Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services that you do not wish such operators to track certain of your online activities over time and across different websites. Please note that because of our use of Cookies, the Services do not support "Do Not Track" requests sent from a browser at this time. To find out more about "Do Not Track," you can visit www.allaboutdnt.com.

We use the following types of Cookies:

- <u>Essential Cookies</u>. Essential Cookies are required for providing you with features or services that you have requested. For example, certain Cookies enable you to log into secure areas of our Services. Disabling these Cookies may make certain features and services unavailable.
- <u>Functional Cookies</u>. Functional Cookies are used to record your choices and settings regarding our Services, maintain your preferences over time and recognize you when you return to our Services. These Cookies help us to personalize our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- Performance/Analytical Cookies. Performance/Analytical Cookies allow us to understand how visitors use our Services. They do this by collecting information about the number of visitors to the Services, what pages visitors view on our Services and how long visitors are viewing pages on the Services. Performance/Analytical Cookies also help us measure the performance of our advertising campaigns in order to help us improve our campaigns and the Services' content for those who engage with our advertising. For example, Google Inc. ("Google") uses cookies in connection with its Google Analytics services. Google's ability to use and disclose information collected by Google Analytics about your visits to the Services is subject to the Google Analytics Terms of Use and the Google Privacy Policy. You have the option to opt-out of Google's use of Cookies by visiting the Google advertising opt-out page at https://tools.google.com/dlpage/gaoptout/.
- Retargeting/Advertising Cookies. Retargeting/Advertising Cookies collect data about your online activity and identify your interests so that we can provide advertising that we believe is relevant to you. For more information about this, please see the section below titled "Information about Interest-Based Advertisements."

You can decide whether or not to accept Cookies through your internet browser's settings. Most browsers have an option for turning off the Cookie feature, which will prevent your browser from accepting new Cookies, as well as (depending on the sophistication of your browser software) allow you to decide on acceptance of each new Cookie in a variety of ways. You can also delete all Cookies that are already on your device. If you do this, however, you may have to manually adjust some preferences every time you visit our website and some of the Services and functionalities may not work.

To find out more information about Cookies, including information about how to manage and delete Cookies, please visit http://www.allaboutcookies.org/.

Session Replay Technology

We may use session replay technology in order to identify and resolve customer issues, to monitor and analyze how you use our Services, to better understand user behavior, and to improve our Services. By continuing to use the Services, you consent to the use of session replay technology.

Information about Interest-Based Advertisements:

We may serve advertisements, and also allow third-party ad networks, including third-party ad servers, ad agencies, ad technology vendors and research firms, to serve advertisements through the Services. These advertisements may be targeted to users who fit certain general profile categories or display certain preferences or behaviors ("Interest-Based Ads"). Information for Interest-Based Ads (including Personal Data) may be provided to us by you, or derived from the usage patterns of particular users on the Services and/or services of third parties. Such information may be gathered through tracking users' activities across time and unaffiliated properties, including when you leave the Services. To accomplish this, we or our service providers may deliver Cookies, including a file (known as a "web beacon") from an ad network to you through the Services. Web beacons allow ad networks to provide anonymized, aggregated auditing, research and reporting for us and for advertisers. Web beacons also enable ad networks to serve targeted advertisements to you when you visit other websites. Web beacons allow ad networks to view, edit or set their own Cookies on your browser, just as if you had requested a web page from their site.

We comply with the Digital Advertising Alliance ("DAA") Self-Regulatory Principles for Online Behavioral Advertising. Through the DAA and Network Advertising Initiative

("NAI"), several media and marketing associations have developed an industry self-regulatory program to give consumers a better understanding of, and greater control over, ads that are customized based a consumer's online behavior across different websites and properties. To make choices about Interest-Based Ads from participating third parties, including to opt-out of receiving behaviorally targeted advertisements from participating organizations, please visit the DAA's or NAI's consumer opt-out pages, which are located at http://www.networkadvertising.org/choices/ or www.aboutads.info/choices.

Data Security and Retention

We seek to protect your Personal Data from unauthorized access, use and disclosure using appropriate physical, technical, organizational and administrative security measures based on the type of Personal Data and how we are processing that data. You should also help protect your data by appropriately selecting and protecting your password and/or other sign-on mechanism; limiting access to your computer or device and browser; and signing off after you have finished accessing your account. Although we work to protect the security of your account and other data that we hold in our records, please be aware that no method of transmitting data over the internet or storing data is completely secure.

We retain Personal Data about you for as long as necessary to provide you with our Services or to perform our business or commercial purposes for collecting your Personal Data. When establishing a retention period for specific categories of data, we consider who we collected the data from, our need for the Personal Data, and the sensitivity of the Personal Data. In some cases we retain Personal Data for longer, if doing so is necessary to comply with our legal obligations, resolve disputes or collect fees owed, or is otherwise permitted or required by applicable law, rule or regulation. We may further retain information in an anonymous or aggregated form where that information would not identify you personally.

For example:

- We retain your profile information and credentials for as long as you have an account with us.
- We retain your device/IP data for as long as we need it to ensure that our systems are working appropriately, effectively and efficiently.

Personal Data of Children

As noted in the Terms of Use, we do not knowingly collect or solicit Personal Data about children under 16 years of age; if you are a child under the age of 16, please do not attempt to register for or otherwise use the Services or send us any Personal Data. If we learn we have collected Personal Data from a child under 16 years of age, we will delete that information as quickly as possible. If you believe that a child under 16 years of age may have provided Personal Data to us, please contact us at privacy@drinkcirkul.com.

California Resident Rights

If you are a California resident, you have the rights set forth in this section. Except as otherwise specified below, please see the "Exercising Your Rights Under the State Privacy Laws" section below for instructions regarding how to exercise these rights. Please note that we may process Personal Data of our customers' end users or employees in connection with our provision of certain services to our customers. If we are processing your Personal Data as a service provider, you should contact the entity that collected your Personal Data in the first instance to address your rights with respect to such data. Additionally, please note that these rights are subject to certain conditions and exceptions under applicable law, which may permit or require us to deny your request.

If there are any conflicts between this section and any other provision of this Privacy Policy and you are a California resident, the portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following rights apply to you, please contact us at privacy@drinkcirkul.com.

Access

You have the right to request certain information about our collection and use of your Personal Data over the past 12 months. In response, we will provide you with the following information:

- The categories of Personal Data that we have collected about you.
- The categories of sources from which that Personal Data was collected.
- The business or commercial purpose for collecting, selling or sharing your Personal Data.

- The categories of third parties to whom we have disclosed your Personal Data.
- The specific pieces of Personal Data that we have collected about you.

If we have disclosed your Personal Data to any third parties for a business purpose over the past 12 months, we will identify the categories of Personal Data disclosed to each category of third party recipient. If we have sold or shared your Personal Data over the past 12 months, we will identify the categories of Personal Data sold to or shared with each category of third party recipient.

Deletion

You have the right to request that we delete the Personal Data that we have collected about you. Under the CCPA, this right is subject to certain exceptions: for example, we may need to retain your Personal Data to provide you with the Services or complete a transaction or other action you have requested, or if deletion of your Personal Data involves disproportionate effort. If your deletion request is subject to one of these exceptions, we may deny your deletion request.

Correction

You have the right to request that we correct any inaccurate Personal Data we have collected about you. Under the CCPA, this right is subject to certain exceptions: for example, if we decide, based on the totality of circumstances related to your Personal Data, that such data is correct. If your correction request is subject to one of these exceptions, we may deny your request.

Processing of Sensitive Personal Information Opt-Out

We collect Personal Data that is considered "Sensitive Personal Information" under the CCPA. Because we use or disclose Sensitive Personal Information for purposes other than those set forth in section 7027(m) of the CCPA regulations, California residents have the right to request that we limit the use or sharing of their Sensitive Personal Information ("Right to Limit"). The Right to Limit allows California residents to direct a business that collects Sensitive Personal Information to limit its use of this information to that use which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services, to perform the services set forth in paragraphs (2), (4), (5), and (8) of subdivision (e) of Section 1798.140, and as authorized in the CCPA regulations. You may exercise your Right to Limit by using the following methods:

- Email us at <u>privacy@drinkcirkul.com</u>.
- Write to us at: 4914 Joanne Kearney Blvd. Tampa, FL 33619

Personal Data Sales and Sharing Opt-Out and Opt-In

In this section, we use the terms 'sell' and 'share' as they are defined in the CCPA. We sell and share your Personal Data, subject to your right to opt-out of these sales and shares.

As described in the "Tracking Tools, Advertising and Opt-Out" section above, we have incorporated Cookies from certain third parties into our Services. These Cookies allow those third parties to receive information about your activity on our Services that is associated with your browser or device. Those third parties may use that data to serve you relevant ads on our Services or on other websites you visit. Under the CCPA, sharing your data through third party Cookies for online advertising may be considered a "sale" or "share" of information and California residents have certain rights when a business "sells" or "shares" Personal Data" with a third party, including for purposes of cross-contextual behavioral advertising. You can opt out of these sales and the sharing of Personal Data by following the instructions in this section.

We may sell or share your Personal Data, including for the purposes of cross-contextual behavioral advertising, to and with the following categories of third parties:

- Advertising Partners.
- Business Partners.
- Parties You Authorize, Access or Authenticate.

Over the past 12 months, we may have sold or shared the following categories of your Personal Data to and with the categories of third parties listed above:

- Account Data
- Commercial Data
- Web Analytics
- Social Network Data
- Consumer Demographic Data
- Geolocation Data
- Other Identifying Information that You Voluntarily Choose to Provide

We may have sold or shared the foregoing categories of Personal Data for the following business or commercial purposes:

- Improving the Services, including testing, research, internal analytics and product development.
- Personalizing the Services, website content and communications based on your preferences.
- Doing fraud protection, security and debugging.
- Marketing and selling the Services.
- Showing you advertisements, including interest-based or online behavioral advertising.

You have the right to opt-out of the selling or sharing of your Personal Data by using the following methods:

- Email us at privacy@drinkcirkul.com.
- Write to us at: 4914 Joanne Kearney Blvd. Tampa, FL 33619

Once you have submitted an opt-out request, we will not ask you to reauthorize the sale or sharing of your Personal Data for at least 12 months.

To our knowledge, we do not sell the Personal Data of minors under 16 years of age.

We Will Not Discriminate Against You for Exercising Your Rights Under the CCPA

We will not discriminate against you for exercising your rights under the CCPA. We will not deny you our goods or services, charge you different prices or rates, or provide you a lower quality of goods and services if you exercise your rights under the CCPA. However, we may offer different tiers of our Services as allowed by applicable data privacy laws (including the CCPA) with varying prices, rates or levels of quality of the goods or services you receive related to the value of Personal Data that we receive from you.

Our Financial Incentive Program

From time to time, we may offer financial incentives, including granting you points in our Inner Cirkul rewards program, for the collection of your Personal Data, the sale of your Personal Data, the sharing of your Personal Data, or the deletion of your Personal Data. These financial incentives include you providing us with certain Personal Data (such as answers to Inner Cirkul survey questions) in exchange for

points which can be used towards Cirkul products and other promotional opportunities. For the terms and conditions applicable to the Inner Cirkul rewards program, please see our <u>Inner Cirkul Terms and Conditions</u>.

Colorado Resident Rights

If you are a Colorado resident, you have the rights set forth under the CPA. Please see the "Exercising Your Rights Under the State Privacy Laws" section below for instructions regarding how to exercise these rights. Please note that we may process Personal Data of our customers' end users or employees in connection with our provision of certain services to our customers. If we are processing your Personal Data as a service provider, you should contact the entity that collected your Personal Data in the first instance to address your rights with respect to such data. Additionally, please note that these rights are subject to certain conditions and exceptions under applicable law, which may permit or require us to deny your request.

If there are any conflicts between this section and any other provision of this Privacy Policy and you are a Colorado resident, the portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following rights apply to you, please contact us at privacy@drinkcirkul.com.

Access

You have the right to request confirmation of whether or not we are processing your Personal Data and to access your Personal Data.

Correction

You have the right to correct inaccuracies in your Personal Data, to the extent such correction is appropriate in consideration of the nature of such data and our purposes of processing your Personal Data.

Deletion

You have the right to delete your Personal Data.

Portability

You have the right to request a copy of your Personal Data in a machine-readable format, to the extent technically feasible, twice within a calendar year.

Personal Data Sales and Targeted Advertising Opt-Out and Opt-In

In this section, we use the term 'sell' as it is defined in the CPA. We sell and process for the purposes of targeted advertising your Personal Data, subject to your right to opt-out of these sales.

As described in the "Tracking Tools, Advertising and Opt-Out" section above, we have incorporated Cookies from certain third parties into our Services. These Cookies allow those third parties to receive information about your activity on our Services that is associated with your browser or device. Those third parties may use that data to serve you relevant ads on our Services or on other websites you visit. Under the CPA, sharing your data through third party Cookies for online advertising may be considered a "sale" of information. You can opt out of these sales by following the instructions in this section.

We may sell and process for the purposes of targeted advertising your Personal Data to the following categories of third parties:

- Advertising Partners.
- Business Partners.
- Parties You Authorize, Access or Authenticate.

We may sell and process for the purposes of targeted advertising the following categories of your Personal Data to categories of third parties listed above:

- Account Data
- Commercial Data
- Web Analytics
- Social Network Data
- Consumer Demographic Data
- Geolocation Data
- Inferences Drawn From Other Personal Data Collected
- Other Identifying Information that You Voluntarily Choose to Provide

We may have sold the foregoing categories of Personal Data for the following business or commercial purposes:

- Improving the Services, including testing, research, internal analytics and product development.
- Personalizing the Services, website content and communications based on your preferences.
- Doing fraud protection, security and debugging.
- Marketing and selling the Services.
- Showing you advertisements, including interest-based or online behavioral advertising.

You have the right to opt-out of the sale or processing for the purposes of targeted advertising of your Personal Data by tracking technologies using the following methods:

- Email us at <u>privacy@drinkcirkul.com</u>
- Write to us at: 4914 Joanne Kearney Blvd. Tampa, FL 33619

Our Bona Fide Loyalty Program

From time to time, we may offer benefits to you for the sale of your Personal Data or the processing of your Personal Data for targeted advertising as part of our Bona Fide Loyalty Program, as defined in the CPA ("Benefits"). For more information on our Bona Fide Loyalty Program, please see our Inner Cirkul Terms and Conditions, located here.

Connecticut Resident Rights

If you are a Connecticut resident, you have the rights set forth under the CTDPA. Please see the "Exercising Your Rights Under the State Privacy Laws" section below for instructions regarding how to exercise these rights. Please note that we may process Personal Data of our customers' end users or employees in connection with our provision of certain services to our customers. If we are processing your Personal Data as a service provider, you should contact the entity that collected your Personal Data in the first instance to address your rights with respect to such data. Additionally, please note that these rights are subject to certain conditions and exceptions under applicable law, which may permit or require us to deny your request.

If there are any conflicts between this section and any other provision of this Privacy Policy and you are a Connecticut resident, the portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following rights apply to you, please contact us at privacy@drinkcirkul.com.

Access

You have the right to request confirmation of whether or not we are processing your Personal Data and to access your Personal Data.

Correction

You have the right to correct inaccuracies in your Personal Data, to the extent such correction is appropriate in consideration of the nature of such data and our purposes of processing your Personal Data.

Deletion

You have the right to delete your Personal Data.

Portability

You have the right to request a copy of your Personal Data that is processed automatically in a machine-readable format, to the extent technically feasible.

Personal Data Sales and Targeted Advertising Opt-Out and Opt-In

In this section, we use the term 'sell' as it is defined in the CTDPA. We sell and process for the purposes of targeted advertising your Personal Data, subject to your right to opt-out of these sales.

As described in the "Tracking Tools, Advertising and Opt-Out" section above, we have incorporated Cookies from certain third parties into our Services. These Cookies allow those third parties to receive information about your activity on our Services that is associated with your browser or device. Those third parties may use that data to serve you relevant ads on our Services or on other websites you visit. Under the CTDPA, sharing your data through third party Cookies for online advertising may be considered a "sale" of information. You can opt out of these sales by following the instructions in this section.

You have the right to opt-out of the sale or processing for the purposes of targeted advertising of your Personal Data. You can opt-out using the following methods:

• Email us at privacy@drinkcirkul.com

• Write to us at: 4914 Joanne Kearney Blvd. Tampa, FL 33619

Virginia Resident Rights

If you are a Virginia resident, you have the rights set forth under the VCDPA. Please see the "Exercising Your Rights Under the State Privacy Laws" section below for instructions regarding how to exercise these rights. Please note that we may process Personal Data of our customers' end users or employees in connection with our provision of certain services to our customers. If we are processing your Personal Data as a service provider, you should contact the entity that collected your Personal Data in the first instance to address your rights with respect to such data. Additionally, please note that these rights are subject to certain conditions and exceptions under applicable law, which may permit or require us to deny your request.

If there are any conflicts between this section and any other provision of this Privacy Policy and you are a Virginia resident, the portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following rights apply to you, please contact us at privacy@drinkcirkul.com,

Access

You have the right to request confirmation of whether or not we are processing your Personal Data and to access your Personal Data.

Correction

You have the right to correct inaccuracies in your Personal Data, to the extent such correction is appropriate in consideration of the nature of such data and our purposes of processing your Personal Data.

Portability

You have the right to request a copy of your Personal Data in a machine-readable format, to the extent technically feasible.

Deletion

You have the right to delete your Personal Data.

Opt-Out of Certain Processing Activities

- You have the right to opt-out of the processing of your Personal Data for targeted advertising purposes. We process your Personal Data for targeted advertising purposes. To opt-out of our processing of Personal Data for targeted advertising purposes, please:
 - Email us at <u>privacy@drinkcirkul.com</u>
 - o Write to us at: 4914 Joanne Kearney Blvd. Tampa, FL 33619
- You have the right to opt-out to the sale of your Personal Data. We do not currently sell your Personal Data as defined under the VCDPA.
- You have the right to opt-out from the processing of your Personal Data for the purposes of profiling in furtherance of decisions that produce legal or similarly significant effects to you, if applicable.

Exercising Your Rights under the State Privacy Laws

Submitting a Valid Request

To exercise the rights described in this Privacy Policy, you or, if you are a California, Colorado or Connecticut resident, your Authorized Agent (defined below) must send us a request that (1) provides sufficient information to allow us to verify that you are the person about whom we have collected Personal Data, and (2) describes your request in sufficient detail to allow us to understand, evaluate and respond to it. Each request that meets both of these criteria will be considered a "Valid Request." We may not respond to requests that do not meet these criteria. We will only use Personal Data provided in a Valid Request to verify your identity and complete your request. You do not need an account to submit a Valid Request.

We will work to respond to your Valid Request within the time period required by applicable law. We will not charge you a fee for making a Valid Request unless your Valid Request(s) is excessive, repetitive or manifestly unfounded. If we determine that your Valid Request warrants a fee, we will notify you of the fee and explain that decision before completing your request.

You may submit a Valid Request using the following methods:

Email us at: <u>privacy@drinkcirkul.com</u>

Write to us at: 4914 Joanne Kearney Blvd. Tampa, FL 33619 If you are a California, Colorado or Connecticut resident, you may also authorize an agent (an "Authorized Agent") to exercise your rights on your behalf. To do this, you must provide your

Authorized Agent with written permission to exercise your rights on your behalf, and we may request a copy of this written permission from your Authorized Agent when they make a request on your behalf.

Appealing a Denial

If we refuse to take action on a Valid Request within a reasonable period of time after receiving your request in accordance with this section and you are in Colorado, Connecticut or Virginia, you may appeal our decision. In such appeal, you must (1) provide sufficient information to allow us to verify that you are the person about whom the original request pertains and to identify the original request, and (2) provide a description of the basis of your appeal. Please note that your appeal will be subject to your rights and obligations afforded to you under the CPA, CTDPA or VCDPA, as applicable. If you are in Colorado, we will respond to your appeal within 45 days of receiving your request. If you are in Connecticut or Virginia, we will respond to your appeal within 60 days of receiving your request. If we deny your appeal, you have the right to contact the Colorado Attorney General, the Connecticut Attorney General or the Virginia Attorney General, as applicable.

You may appeal a decision by us using the following methods:

• Email us at: privacy@drinkcirkul.com (title must include "Request Denial Appeal")

Other State Law Privacy Rights

California Resident Rights

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Data to third parties for such third parties' direct marketing purposes; in order to submit such a request, please contact us at privacy@drinkcirkul.com.

Nevada Resident Rights

If you are a resident of Nevada, you have the right to opt-out of the sale of certain Personal Data to third parties who intend to license or sell that Personal Data. You can exercise this right by contacting us at privacy@drinkcirkul.com with the subject line "Nevada Do Not Sell Request" and providing us with your name and the email address associated with your account. Please note that we do not currently sell your Personal Data as sales are defined in Nevada Revised Statutes Chapter 603A.

Changes to this Privacy Policy

We're constantly trying to improve our Services, so we may need to change this Privacy Policy from time to time, but we will alert you to any such changes by placing a notice on the <u>drinkcircul.com</u> website, by sending you an email and/or by some other means. Please note that if you've opted not to receive legal notice emails from us (or you haven't provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them. If you use the Services after any changes to the Privacy Policy have been posted, that means you agree to all of the changes. Use of information we collect is subject to the Privacy Policy in effect at the time such information is collected.

Contact Information:

If you have any questions or comments about this Privacy Policy, the ways in which we collect and use your Personal Data or your choices and rights regarding such collection and use, please do not hesitate to contact us at:

- drinkcirkul.com
- privacy@drinkcirkul.com
- 4914 Joanne Kearney Blvd. Tampa, FL 33619

Terms of Service

Please read these Terms of Service (collectively with Cirkul Privacy Policy, the "Terms of Service") fully and carefully before using www.drinkcirkul.com (the "Site") and the services, features, promotions, credits, content, applications, or products offered by Cirkul, Inc. and its affiliates ("we", "us", "our" or "Cirkul") (together with the Site and the Application (as defined below), the "Services") in the United States and Canada. If you are using the Services outside of the United States and Canada, a location-specific set of terms may apply to you instead, so please check the applicable country-specific website. These Terms of Service set forth the legally binding terms and conditions for your use of the Site and the Services and your purchase of the Auto-Ship items and products sold through the Services.

ACCEPTANCE OF TERMS OF SERVICE

By registering for and/or using the Services in any manner, including, but not limited to, visiting, browsing or making purchases through the Site or Services, you agree to these Terms of Service and all other operating rules, policies and procedures that may be published from time to time on the Site or through the Services by us, each of which is incorporated by reference and each of which may be updated by us from time to time. If you do not accept these Terms of Service, you are not permitted to, and you must not, access or use the Services or purchase Auto-Ship items or products from us.

Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference. IF YOU HAVE SIGNED UP FOR A CIRKUL PLAN OR OTHER AUTOMATICALLY RENEWING AUTO-SHIP SERVICE, PLEASE READ THE "AUTO-RENEWALS AND RECURRING BILLING FOR PLANS AND OTHER AUTO-SHIP SERVICES" SECTION BELOW.

These Terms of Service apply to all users of the Services, including, without limitation, registered and unregistered users. We have a Privacy Policy that you should refer to in order to fully understand how we collect and use your information. The Privacy Policy is hereby incorporated by reference into these Terms of Service.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE "DISPUTES" SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

ELIGIBILITY

You represent and warrant that you are at least 16 years of age, or if you are under 16 years of age but are at least 13 years old, that you are using the Services with the consent of your parent or legal guardian and that you have received your parent's or legal guardian's permission to use the

Services. If you are under 16 years of age and have not received such permission from your parent or legal guardian, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change our eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.

REGISTRATION

To sign up for the Services, you must register for an account on the Services (an "Account"). You must provide accurate and complete information and keep your Account information updated. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a username a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including, but not limited to, any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.

CONTENT

DEFINITION

For purposes of these Terms of Service, the term "Content" includes, without limitation, information, data, text, photographs, illustrations, videos, audio clips, artwork, interfaces, products, written posts and comments, software, scripts, graphics, interactive features and other content generated, provided or otherwise made accessible on or through the Services. While we try to make sure that all Content contained in the Services (other than any user-generated content, if applicable) is correct, it is not intended to amount to authority or advice on which reliance should be placed. Information made available through the Services is not a substitute for information from experts or professionals in the applicable area. You acknowledge that all Content accessed by you while using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.

NOTICES AND RESTRICTIONS

The Services may contain Content specifically provided by us or our partners and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary

rights and laws. You shall abide by and maintain all copyright notices, information and restrictions contained in any Content accessed through the Services. You shall not sell, license, rent or otherwise use or exploit any Content for commercial use or in any way that violates any third party right. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Services as contemplated by us and these Terms of Service is expressly prohibited without prior written permission from us.

Cirkul, "Your water. Your way.", LifeSip, FitSip, GoSip, other Cirkul trademarks, service marks, graphics and logos used in connection with the Services are trademarks or registered trademarks of Cirkul (collectively "Cirkul Marks"). Other trademarks, service marks, graphics and logos used in connection with the Services are the trademarks of their respective owners (collectively "Third-Party Marks"). The Cirkul Marks and Third-Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of Cirkul or the applicable trademark holder.

USE LICENSE

The Content, as well as the design, structure, selection, coordination, expression, "look and feel" and arrangement of the Services, are owned, controlled, and licensed by Cirkul or its licensors, unless otherwise indicated. Subject to these Terms of Service, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services.

AVAILABILITY OF CONTENT

We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right, but do not have any obligation, to (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service), or for no reason at all and (ii) remove or block any Content from the Services.

SMS, MMS AND OTHER TEXT MESSAGING

As part of some of our Services, you may receive SMS, MMS or other text message notifications and communications from us and our business partners (each, a "Text Message") as well as other messages that Cirkul and our business partners send you (for example, via email). When signing up for the Services, you will receive a welcome message and instructions on how to stop receiving messages.

In addition to any fee of which you are notified, your mobile provider's standard message and data rates may apply to our confirmation Text Message and all subsequent Text Message correspondence according to your individual rate plan provided by your wireless carrier. Please consult your mobile service carrier's pricing plan to determine the charges for browsing data and sending and receiving Text Messages. Under no circumstances will we be responsible for any text messaging or wireless charges incurred by you or by a person that has access to your wireless device or telephone number. If your carrier does not permit text alerts, you may not receive the

Text Messages from us. You can opt out of receiving any further Text Messages from us by replying "STOP" to any Text Message you receive from us.

We will not be liable for any delays in the receipt of any text messages, as delivery is subject to effective transmission from your network operator. text message services are provided on an "AS IS" basis. Data obtained from you in connection with any text message services may include your cell phone number, your provider's name and the date, time and content of your messages, and such other information as described further in our Privacy Policy.

By signing up for the Services or otherwise joining our mailing list at checkout and providing us with your wireless phone number, you confirm that you want us to send you information that we think may be of interest to you to such phone number, which may include using automated dialing technology to send you Text Messages at the wireless number you provided, and you agree to receive communications from Cirkul. You represent and warrant that each person you register for the Services or for whom you provide a wireless phone number has consented to receive communications from Cirkul. You agree to indemnify and hold Cirkul harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing.

For more information on how we use telephone numbers, please read our Privacy Policy.

USER CONTENT

Any Content that is submitted to us or to the Services by users, or otherwise added, uploaded, distributed or posted to the Services, whether publicly or privately transmitted, including, without limitation, product reviews, survey responses and comments ("User Content"), is the sole responsibility of the person who originated such User Content. User Content also includes Content provided by users through third party services such as a user's social media account (e.g., Facebook, Instagram, Twitter, etc.) if such Content mentions, tags or otherwise interacts with Cirkul, the Services or any of our products or services. You represent that all User Content submitted by you is accurate, complete, up-to-date and in compliance with all applicable laws, rules and regulations. User Content that you submit must not: (i) contain any content that infringes intellectual property rights, data protection or privacy rights of an individual; (ii) be defamatory or threatening; (iii) impersonate any person or entity; (iv) contain unauthorized advertising; or (v) transmit or distribute any virus and/or other code that has contaminating or destructive elements. We make no representations, warranties or guarantees with respect to any User Content that you access on or through the Services.

By submitting User Content through the Services, you hereby grant us a worldwide, perpetual, irrevocable, non-exclusive, sub-licensable (through multiple tiers), fully paid, royalty-free license and right to use, copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), edit, modify and make derivative works from your User Content (including, without limitation, your name and likeness, photographs and testimonials) for any purpose whatsoever, commercial or otherwise, without compensation to you. You also hereby do and shall grant each user of the Site and/or the Services a non-exclusive, perpetual license to access

your User Content through the Site and/or the Services, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content, including after your termination of your Account or the Services. In addition, you waive any so-called "moral rights" or rights of privacy or publicity in your User Content. For clarity, the foregoing license grants to us and our users does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including, without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights or any other intellectual property or proprietary rights.

Any feedback, reviews, comments, suggestions or recommendations for modifications, improvements or changes to the Services that you provide to us ("Feedback") shall be solely owned by us (including all intellectual property rights therein and thereto). You hereby irrevocably assign to us and agree to irrevocably assign to us all of your right, title and interest in and to all Feedback, including, without limitation, all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At our request and expense, you will execute documents and take such further acts as we may reasonably request to assist us to acquire, perfect and maintain our intellectual property rights and other legal protections for the Feedback.

RULES OF CONDUCT

As a condition of use, you agree not to use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity in connection with the Services.

You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Services; (vii) distribute information you know is false, misleading, untruthful, unlawful or inaccurate; (viii) upload any software viruses or any other computer codes, files or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party; or (ix) otherwise take any action in violation of our guidelines and policies.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including, without limitation, any application), except to the limited extent applicable laws specifically prohibit such restriction; (ii) modify, translate or otherwise create derivative works of any part of the Services; or (iii) copy, rent, lease, distribute or otherwise transfer any of

the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

We also reserve the right to access, read, preserve and disclose any information or content as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce these Terms of Service, including, without limitation, the investigation of potential violations hereof; (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of us, our users and the public.

All orders of our products must be for personal use only. By purchasing our products, you hereby agree not to resell or distribute such products for any commercial purposes. If we have reason to believe that your order is not for personal use, we reserve the right to reject or cancel any order that you place.

THIRD PARTY SERVICES

The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

APP STORE

If and when we release an Application dedicated to our products, you acknowledge and agree that the availability of the Application is dependent on the third party websites from which you download the Application, e.g., the App Store from Apple or the Android app market from Google (each, an "App Store"). Each App Store may have its own terms and conditions to which you must agree before downloading mobile applications from such store, including the Apple, Inc. Device and Application Terms for the Apple App Store set forth below. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms of Service, the more restrictive or conflicting terms and conditions in these Terms of Service shall apply.

APPLE DEVICE AND APPLICATION TERMS

If you are accessing the Services via an application on a device provided by Apple, Inc. ("Apple") or an application obtained through the Apple App Store, the following shall apply:

Both you and Cirkul acknowledge that these Terms of Service are concluded between you and Cirkul only, and not with Apple, and that Apple is not responsible for, does not endorse, and is not involved in the application;

The application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all of the terms and conditions of these Terms of Service as they are applicable to the Services;

You will only use the application in connection with an Apple device that you own or control;

You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the application;

In the event of any failure of the application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the application;

You acknowledge and agree that Cirkul, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the application;

You acknowledge and agree that, in the event of any third party claim that the application or your possession and use of the application infringes that third party's intellectual property rights, Cirkul, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

You represent and warrant that you are not located in a country subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country, and that you are not listed on any U.S. government list of prohibited or restricted parties;

Both you and Cirkul acknowledge and agree that, in your use of the application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

Both you and Cirkul acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Service, and that upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third party beneficiary hereof.

IN APP PURCHASES

Through the applications, you may purchase ("In App Purchase") certain goods or services designed to enhance the performance of the Services ("Goods"). When you purchase Goods, you are doing so through the Apple iTunes service and you are agreeing to its Terms and Conditions. We are not a party to any In App Purchase.

ORDERING, DELIVERY, PAYMENTS AND BILLING

PAID SERVICES AND TERMS OF SALE

Certain of our Services, including the purchase of any products or Auto-Ship items (such as plans) offered by us, may be subject to payments now or in the future (the "Paid Services"), which in certain cases may include recurring, automatically renewing payment obligations (as further described in the "AUTO-RENEWALS AND RECURRING BILLING FOR PLANS AND OTHER AUTO-SHIP SERVICES" section below). Please see our Help / FAQ for a description of the current Paid Services, our shipping terms, and cancellation and refund policies. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms of Service.

You may place an order for Paid Services at any time (subject to any planned or unplanned downtime). You may check and correct any input errors in your order up until the point at which you submit your order to us by clicking the "Submit Purchase" button on the checkout page. An order submitted by you constitutes a legally binding offer given by you to us to purchase the Paid Services specified in that order, subject to these Terms of Service, at the price and on the terms stated when you sign up or place your order. All orders are subject to acceptance by us. Your order will not be considered accepted until we have received payment of the purchase price of your order. We may send an acknowledgment of our receipt of your order to the email address you provide, after your payment for the order has been processed, so that you may print the information for your records. Unless otherwise stated at the time you place your order, title and risk of loss pass to you at the point you receive a shipping confirmation number to the email address you specified when you placed the order, provided full payment of all sums due in respect of the product(s), including any delivery charges, has been received.

Delivery of orders is confirmed via shipping carrier and you are notified by email from Cirkul when delivery is confirmed. If you claim non-delivery you must contact Cirkul by email at help@drinkcirkul.com within 5 days from the delivery date as noted by the carrier. You are entitled to one reshipment of one order if you notify Cirkul within the 5 day window. Any notification after 5 days will not be honored and neither a replacement nor a refund will be provided.

Our products and services, including, without limitation, our Paid Services, are for your personal, non-commercial use, and once delivered to you may not be resold, redistributed, exported or used for any other commercial purpose. The rights you have under these Terms of Service are personal to you and are non-transferable.

Unfortunately, we don't accept returns of product or do exchanges of product. If your order was damaged in-transit, or if you've received the wrong Cirkul order, please reach out to our customer service team immediately on our help page or by emailing help@drinkcirkul.com - and we will do our best to make sure that your issue is resolved. If you believe there is a quality issue with your order, please take note of the code and the "best by" date printed on the packaging of the Sip, so that we can trace the specific batch of product you have received. These inquiries will be handled on a case by case basis.

Please note that we cannot offer refunds, exchanges or customer service for products that have been acquired from an unauthorized reseller, including, but not limited to, any seller on Amazon, eBay or similar online marketplaces.

We hope you're satisfied with your purchase but due to the nature of our consumable products we are unable to accept returns or provide refunds. If your order arrived damaged you have 45 days from the date the order processed to notify us via our help desk at help@drinkcirkul.com. Our Customer Experience Team will respond to your inquiry at their earliest convenience. After examining the issue associated with your product, they may determine they are able to provide a replacement product. We reserve the right to offer only one replacement per account customer. We do not provide replacements on damaged Cirkul products purchased from any unauthorized reseller, including but not limited to any seller on Amazon, eBay, or any other reseller or group that trades or sells Cirkul products.

BILLING

We use third-party payment processors, Shopify, Recharge and Braintree, (the "Payment Processors") to bill you through a payment account linked to your Account on the Services (your "Billing Account") for the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processors in addition to these Terms of Service. More information is available in our Privacy Policy. We are not responsible for errors by the Payment Processors. By choosing to use Paid Services, you agree to pay us, through the Payment Processors, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorize us, through the Payment Processors, to charge your chosen payment provider (your "Payment Method"). You agree to make payments using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processors make even if they have already requested or received payment.

PAYMENT METHOD

The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processors, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

IMPORTANT NOTICE TO CONSUMERS:

AUTO-RENEWALS AND RECURRING BILLING FOR PLANS AND OTHER AUTO-SHIP SERVICES

Some of the Paid Services, such as the purchase of auto-replacing cartridges or other products in a plan, may consist of an initial period for which there is a one-time charge or a Trial Offer (as defined below), followed by recurring periodic charges as agreed to by you when you sign up for such auto-replacing products ("Auto-Ship Services"). The Auto-Ship Services give you the ability to specify the quantity you would like to order any auto-replacing products. Unless you opt out of

a Auto-Ship Service, which can be done via the methods described below, the Auto-Ship Services that you have signed up for will be automatically extended for successive renewal periods of the same duration as the auto-ship term you originally selected, at the then-current non-promotional rate. More information on Auto-Ship Services can be found at our Help / FAQ page. By choosing a Auto-Ship Service, you acknowledge that such Auto-Ship Service has an initial and recurring payment feature, and you accept responsibility for all recurring charges prior to the effective date of cancellation of such Auto-Ship Service. All recurring payments relating to Auto-Ship Services are fully earned upon payment.

To cancel your Auto-Ship Services at any time, log in to your profile page and click "your details" and then select "cancel plan" in red. On the next page select the option that best applies as to why you are cancelling. Read over the tip and then a cancel button will appear at the bottom of the page. Close the dialogue box and then the "Cancel Plan" button.

WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU CANCEL YOUR AUTO-SHIP AGREEMENT BY ACCESSING YOUR ONLINE ACCOUNT AND SELECTING THAT OPTION.

CURRENT INFORMATION REQUIRED

You must provide current, complete and accurate information for your Billing Account. You must promptly update all information to keep your Billing Account current, complete and accurate (such as a change in billing address, credit card number or credit card expiration date), and you must promptly notify us or our Payment Processors if your Payment Method is canceled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your user name or password. Changes to such information can be made on your Account. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.

CHANGE IN AMOUNT AUTHORIZED

If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. If, on receipt of such notice, you do not wish to continue with the purchase, you may cancel at any time before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

REAFFIRMATION OF AUTHORIZATION

Your non-termination or continued use of a Paid Service (including, without limitation, Auto-Ship Services) reaffirms that we are authorized to charge your Payment Method for that Paid Service.

We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage or as otherwise described when you initially selected to use the Paid Service.

FREE TRIALS AND OTHER PROMOTIONS

Any free trial or other promotion that provides access to a Paid Service (a "Trial Offer") must be used within the specified time of the Trial Offer. You will be required to have a valid Payment Method on file in order to initiate a Trial Offer. You must stop using a Paid Service before the end of the Trial Offer period in order to avoid being charged for that Paid Service. If you cancel prior to the end of the Trial Offer period and are inadvertently charged for a Paid Service, please contact us at help@drinkcirkul.com. Trial Offers are one-time only for new customers and are limited to one per household. Additional terms and limitations may apply and will be more fully explained at the time you sign up for the Trial Offer. Any such additional terms and limitations are deemed part of these Terms of Service.

INNER CIRKUL REWARDS PROGRAM

Inner Cirkul is a rewards program designed to reward Cirkul customers with reward points based on purchases of Cirkul products on the Cirkul Website or other participation, engagement and milestones. For the terms and conditions applicable to the Inner Cirkul rewards program, please see our Inner Cirkul Terms and Conditions are hereby incorporated by reference into these Terms of Service. Cirkul reserves the right to modify or terminate the Inner Cirkul Terms and Conditions at any time at Cirkul's discretion for any reason or for no reason whatsoever. If Cirkul determines that you are attempting to obtain unfair advantage or otherwise violate the Inner Cirkul Terms and Conditions or spirit of the Inner Cirkul rewards program, Cirkul reserves the right to revoke any rewards or incentives issued.

TERMINATION

We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your Account. If you wish to terminate your Account, you may do so by following the instructions on the Site or through the Services. Any fees paid hereunder are non-refundable. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity provisions and limitations of liability.

WARRANTY DISCLAIMER AND RELEASE

We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding which users gain access to the Services, or how you may interpret or use the Content. You release us and our officers, directors and employees from all liability arising out of or relating to your having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the

Services, and we will not be responsible or liable for the accuracy, copyright compliance or legality of material or Content contained in or accessed through the Services.

You shall and hereby do waive California Civil Code Section 1542 or any other similar law of any jurisdiction, which says in substance: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REOUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

INDEMNIFICATION

You shall defend, indemnify and hold harmless us and our employees, contractors, directors, officers, suppliers and representatives from all liabilities, claims and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services or Content in violation of these Terms of Service, or infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

LIMITATION OF LIABILITY

Our liability to you is limited, as stated in our Terms and Conditions and other policies. Nothing in our policies limits liability for fraudulent misrepresentation or our liability to you in the event of death or personal injury resulting from our negligence.

We are not liable or responsible in any way for any user-generated content. We provide strict guidelines on the use and reproduction of trademarks, logos and other user-generated content but we do not control and are not responsible for what users submit on or through our websites. We

also are not responsible for offensive, obscene, unlawful or objectionable user-generated content, or any content that infringes on others' rights that may be found when using our websites.

Because some jurisdictions do not allow the exclusion of implied warranties or certain types of limitations or exclusions of liability, the limitations and exclusions set out in our policies or Terms and Conditions may not apply to you.

TO THE GREATEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR OUR EXECUTIVES, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT OR SERVICE PROVIDERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS OR REVENUE, DATA LOSS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF OR DAMAGE TO PROPERTY, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXTRAORDINARY, EXEMPLARY, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING AND WHETHER OR NOT WE ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION) OR (III) FOR ANY DIRECT DAMAGES IN EXCESS (IN THE AGGREGATE) OF THE GREATER OF (A) FEES PAID TO US FOR THE PARTICULAR SERVICES DURING THE IMMEDIATELY PREVIOUS THREE (3) MONTH PERIOD OR (B) \$100.00. THESE LIMITATIONS WILL ONLY APPLY TO THE EXTENT PERMITTED BY LAW AND DO NOT APPLY TO DEATH OR PERSONAL INJURY RESULTING FROM OUR ACTS OR OMISSIONS OR TO LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOU IMPLEMENT PROPER PROCEDURES FOR DATA BACKUP AND VIRUS CHECKING.

DISPUTES

ARBITRATION CLAUSE AND CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

ARBITRATION; WAIVER OF TRIAL BY JURY. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US OR ANY OF OUR OFFICERS, DIRECTORS OR EMPLOYEES ACTING IN THEIR CAPACITY AS SUCH (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING, WITHOUT LIMITATION, DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE JAMS, INC. ("JAMS") RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT WE OR YOU MAY SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF IN ANY STATE OR FEDERAL COURT HAVING JURISDICTION TO GRANT IT IN THE EVENT OF AN ACTUAL OR THREATENED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS. DISCOVERY AND

RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Small Claims Court; Class Action Waiver. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules and if such claim is within such court's jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding.

Procedures. These dispute resolution provisions will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event that JAMS is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Service. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever banned.

30-Day Opt-Out Period. If you do not wish to be bound by the arbitration and class-action waiver provisions in this Disputes section, you must notify us in writing within thirty (30) days of the date that you first accept these Terms of Service (unless a longer period is required by applicable law), and then you must litigate any disputes against us in accordance with the "Governing Law and Jurisdiction" section below. Your written notification must be mailed to us at the address set out at the end of these Terms of Service. If you do not notify us in accordance with this paragraph, you agree to be bound by the terms of this Disputes section, including, without limitation, the arbitration and class-action waiver provisions, and further including such provisions in any revisions we make to these Terms of Service after the date of your first acceptance. Such notification must include: (i) your name; (ii) your email address and mailing address; and (iii) a statement that you do not wish to resolve disputes with us through arbitration or waive your ability to participate in a class action. If we make any changes to this Disputes section (other than a change to the address at which we will receive notices or rejections of future changes to this Disputes section), you may reject any such change by sending us written notice, within thirty (30) days of the change, to the address set out at the end of these Terms of Service. It is not necessary to send us a rejection of a future change to this Disputes section if you had properly opted out within the first thirty (30) days after you first accepted the provisions in this Disputes section. If you have not properly opted out, then by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Disputes section, as modified by any

changes you did not reject. A notification sent pursuant to this paragraph solely affects these Terms of Service; if you previously entered into other arbitration or dispute resolution agreements with us or enter into other such agreements in the future, your notification that you are opting out of the provisions in this Disputes section shall not affect the other arbitration agreements between you and us.

<u>Severability.</u> If any of the prohibitions against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Disputes section will be null and void. This Disputes section, including, without limitation, the arbitration agreement and class action waivers contained herein, will survive the termination of your relationship with us.

GOVERNING LAW AND JURISDICTION

Subject to the Disputes section above, these Terms of Service shall be governed by and construed in accordance with the laws of the State of Florida, including its conflicts of law rules, and the laws of the United States of America. Subject to the Disputes section above, you agree that any dispute arising from or relating to the subject matter of these Terms of Service shall be governed by the exclusive jurisdiction and venue of the state and federal courts of Middle District of Florida.

MODIFICATION

We reserve the right, in our sole discretion, to modify or replace any of these Terms of Service, or change, suspend or discontinue the Services, in whole or in part, (including, without limitation, the availability of any feature, database or content) at any time by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While we will use commercially reasonable efforts to timely provide notice of modifications, it is also your responsibility to check these Terms of Service periodically for changes. Subject to the Disputes section, your continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes.

UNACCEPTABLE ARTWORK SUBMISSIONS

Cirkul, Inc. has the sole discretion to reject any orders or submissions that contain text or design that could be considered libelous, profane, obscene or defamatory (as established by the Federal Communications Commission), displays or portrays irresponsible use of alcohol and/or other substances, promotes persecution based on race, age, gender, disability or national origin, or contains explicit sexual content or is in any way inappropriate for Totally Promotional's production.

You agree not to use Cirkul, Inc. or the services it provides to create any materials or products that are threatening, abusive, unlawful, tortuous, harassing, vulgar, defamatory, obscene, libelous, hateful or racially, ethnically or otherwise objectionable. Cirkul, Inc. has the right to deny any

submission for any reason including, but not limited to, the reasons discussed in the Terms & Conditions.

TRADEMARKS SUBMITTED TO US

You, individually, or any company ordering custom, printed bottles from Cirkul, Inc., warrants and represents that you are the sole legal owner or licensee of all rights, including copyright, to each trademark, logo, statement or any other intellectual property included in the design that you instruct us to imprint on the merchandise you order. You also warrant that the designs you approve for reproduction are in accordance with the guidelines of the owner of the trademark or logo. You warrant and represent that no part of the design violates or infringes upon the rights of any person or entity, and that there are no restrictions or rights of any kind or nature that would prevent Cirkul, Inc. from legally reproducing the images or text that you submit. You agree to defend, at your sole expense, any claim, lawsuit or proceeding brought against Cirkul, Inc. for reproduction of the trademarks, logo or written information that you supply to us, which causes wrongful use of any copyright, trademark or other right of any third party. Cirkul, Inc. shall not be held liable for the unauthorized, improper or illegal use of any logo or trademark that is imprinted on promotional products purchased from us. Cirkul, Inc. will not accept liability for the actions of customers who have misrepresented their ownership of licenses or trademarks. You agree to indemnify and hold Cirkul, Inc. harmless from any loss or damage associated with any such claim, lawsuit or proceeding.

We reserve the right to request written permission from the owner of all copyrighted or trademarked materials before reproducing them for your order. We also reserve the right to refuse your order, at our sole discretion, if it appears the final product would violate applicable laws. Failure on our part to obtain legal permission to reproduce copyrighted or trademarked materials could result in legal action by the owner of the copyrighted or trademarked materials.

We also reserve the right to refuse subject matter that is deemed by us to contain derogatory, inflammatory or objectionable remarks, symbols or images. Examples of these include derogatory, inflammatory or objectionable content about an individual or a group's race, religion, physical attributes, national origin, sexual preference, or content that contains profanity or pornography.

COPYRIGHT VIOLATION NOTICE

The Digital Millennium Copyright Act of 1998 (known as the DMCA) provides recourse for copyright owners who believe material on the Internet infringes their rights under U.S. copyright law. If you believe your own work, or the work of a third party that you represent, is displayed on any of our websites or has been otherwise copied or made available on our websites in a manner that constitutes copyright infringement, we request you send us a notice of the alleged infringement and include:

- an electronic or physical signature of the copyright owner or person authorized to act on the owner's behalf for the copyright interest.
- a description of the alleged copyrighted work.

- a description of where the alleged copyrighted material is located on our websites. (Include the URL, title and/or item number if applicable, or other identifying means.)
- your name, address, telephone number and email address. If you are not the owner of the copyright, provide the name of the owner.
- a written statement by you stating that you believe the disputed use is not authorized by the copyright owner, its agent or the law.
- a statement by you, made under penalty of perjury, that the information you are providing is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Any notification to us by a copyright owner or a person acting on a copyright owner's behalf that fails to comply with DMCA requirements shall not be considered sufficient notice, and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident. Notice of claims for alleged copyright infringement should be sent to: Cirkul, Inc. 4456 Eagle Falls PL Tampa, FL 33619

INTELLECTUAL PROPERTY RIGHTS OF CIRKUL, INC.

Cirkul, Inc. is committed to the appropriate and legal use of the intellectual property of others, and we require our users to behave similarly. Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs and written and other materials that appear on the DrinkCirkul.com Site (collectively the "Contents") are copyrights, trademarks, trade dress and/or other intellectual properties owned, controlled or licensed by Cirkul, Inc.

Cirkul, Inc. is the owner of the CIRKUL trademark; other trademarks made available through this Site, including logos, slogans, color schemes and design trademarks, are licensed for use by Cirkul, Inc from Institutions and other third parties (the "Licensed Marks"). By using the DrinkCirkul.com Site, you agree to limit your use of Licensed Marks to uses that are directly related to such third parties and to comply with any restrictions or conditions imposed on the use and access of the Licensed Marks by the third parties. Cirkul,Inc will notify you of such terms if your usage is in violation of such terms.

Generally, products created using images available on the site should not be resold commercially. In the event that you wish to resell such products, you agree to contact help@drinkcirkul.com and verify the legality of reselling such products prior to doing so. Designs created using the text tools and images available through the site are in no way the exclusive property of the customers who assemble such designs. Cirkul, Inc. retains the right to display such designs or offer them (or variations of such designs) to other customers.

Additionally, Cirkul, Inc. has the sole discretion to reject any order that it considers libelous, defamatory, obscene, profane (according to standards established by the FCC), portraying irresponsible use of alcohol or other substances, advocating persecution based on gender, age, race, religion, disability or national origin, containing explicit sexual content or is otherwise inappropriate for Cirkul, Inc. production.

You agree to not use Cirkul, Inc's Service to create any material that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or that infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any third party.

INTELLECTUAL PROPERTY CLAIMS

Cirkul, Inc. respects the intellectual property rights of others. We have a policy of removing user submissions that violate copyright, trademark, or other intellectual property laws, suspending or blocking access to the design-saving or other features of our site to any user who uses our site in violation of any such law, and/or terminating in appropriate circumstances the account (if any) of any user who uses our site in violation of any such law. Pursuant to Title 17 of the United States Code, Section 512, we have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your copyright, trademark, or other intellectual property right is being infringed by a user of DrinkCirkul.com, please provide written notice to the following agent for notice of claims of infringement:

Cirkul, Inc. 4914 Joanne Kearney Blvd Tampa, FL 33619 Email: ip-notices@drinkcirkul.com

UPLOADING ARTWORK

Our online order form allows you to upload your own logo/text. Please read the instructions located on the order form carefully to ensure a successful upload of your logo.

The design studio is helpful in providing you with a very general image of your custom bottle; however it is not accurate in logo placement, as each item has a 'specific' imprint area. Our artists will therefore have to resize the entire imprint you submit in order to "fit" it into the actual imprint area.

Finally, unless you "save" your design on the design studio, the design will not be saved and we will not receive it. Therefore do ensure that you have carefully followed all the directions so that we will receive your artwork/logo in its entirety.

Customers will assume complete responsibility to obtain permission for reproduction of logos, patents, trademarks and copyrights. By agreeing to print any submitted artwork, Cirkul will not be held liable under any circumstances.

MISCELLANEOUS

ENTIRE AGREEMENT AND SEVERABILITY

These Terms of Service are the entire agreement between you and us with respect to the Services, including use of the Site and the Application, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

FORCE MAJEURE

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

ASSIGNMENT

These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

COUPON CODES

Coupon codes have no cash value and cannot be redeemable for cash, and cannot be combined with any other offers. Limit one coupon code per order. Coupon codes generally expire and are no longer valid for redemption 30 days after their date of generation, but certain coupon codes may have their own redemption period as specified in connection with the coupon code itself. The unauthorized reproduction, resale, modification or trade of coupon codes is prohibited. Coupon codes are void where prohibited, taxed or restricted. Cirkul reserves the right to change or limit coupon codes in its sole discretion.

AGENCY

No agency, partnership, joint venture or employment relationship is created as a result of these Terms of Service and neither you nor Cirkul has any authority of any kind to bind the other in any respect.

NOTICES

Unless otherwise specified in these Terms of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given: (i) when received, if personally delivered or sent by certified or registered mail, return receipt requested; (ii) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or (iii) the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to help@drinkcirkul.com.

NO WAIVER

Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

HEADINGS; INTERPRETATION

The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation. Any use of the words "including", "for example" or "such as" in these Terms of Service shall be read as being followed by "without limitation" where appropriate.

CONTACT

You may contact us at the following address: Cirkul, Inc., 4914 Joanne Kearney Blvd. Tampa, FL 33619.

EFFECTIVE DATE OF TERMS OF SERVICE:

February 9, 2024