

TrickleStar Limited

Policies and Standard Operating Procedures

PRIVACY POLICY

Policy Number 37

Approved by the Board of Directors on 7 July 2021



1. PRIVACY POLICY

1. TrickleStar Inc. ("TrickleStar", "We", "Us" or "Our") values your privacy and is committed to protecting your personal information.

This Privacy Policy ("Policy") describes how and when TrickleStar collects, uses, discloses, transfers, and stores your information. This Policy explains our information practices and applies to TrickleStar products and devices (collectively "Products"), applications, services, marketing, promotions, warranty registration, after sales support, repair support, websites, online applications and other services that refer to or link to the Policy (collectively our "Services").

Please note that the Policy applies regardless of whether you use a computer, mobile phone, tablet, TV, or other device to access our Services. It is important that you read the Policy carefully because anytime you use our Services, you consent to the practices we describe in the Policy. If you do not agree to the practices described in this Policy, you should immediately refrain and cease to use any of our Services.

2. INFORMATION COLLECTION AND USE

1. The information we collect from you enables us to fulfil your request for our products to send you information or content in which you may be interested and keep you abreast of any updates related to our website. We also use this information to personalize and continually improve our Site, your experience, and to ultimately serve you better.
2. If you would like to place an order, you will need to provide some personal information, such as your name, email address and address. When making a purchase of our products, you may be requested to provide your credit card, debit card, or acceptable payment option and your billing address and shipping address. You are welcome to not provide this information, but if you do not wish to provide this information then there is no way for us to provide you with our products.
3. Information We Collect Automatically: In addition, when you visit the Site and/or register for Membership, we may collect certain information by automated means, such as cookies, web beacons, and other automated devices. We also use third-party website analytics tools (such as Google Analytics, and Facebook Insights), that collect information about visitor traffic on the Site. The information we may collect by automated means which may include the following:
 - Information about the devices our visitors use to access the Internet (such as the IP address and the device, browser, domain name and operating system type)
 - URLs that refer visitors to our sites
 - Dates and times of visits to our sites
 - Information on actions taken on our sites (such as page views and site navigation patterns)
 - A general geographic location (such as country and city) from which a visitor accesses our websites
 - Search terms that visitors use to reach our sites and the webpage that led you to the Sites
 - Connected device usage data
 - Power consumption and connected appliance data; for example; temperature, humidity, status.



3. **COOKIES AND OTHER TRACKING TECHNOLOGY:**

1. **Site Analytics:** As noted, we may use automated devices and applications, such as Google Analytics, to evaluate usage of our Site. We also may use other analytic means to evaluate our Site. We use these tools to help us improve our Site, performance and user experiences.
2. **Links:** TrickleStar may keep track of how you interact with links across our Services, including our email notifications, third-party services, and client applications, by redirecting clicks or through other means. We do this to help improve our Services, to provide more relevant advertising, and to be able to share aggregate click statistics such as how many times a particular link was clicked on.

4. **INFORMATION SHARING AND DISCLOSURE**

1. We do not disclose your private personal information except in the circumstances described here.
 - **Providing Our Services:** We may share or disclose your information with third parties who are necessary to provide you with our Services. This may include Demand Response Aggregators, Gas Utilities or Electric Utilities that operate Demand Response and Time Of Use programs.
 - **Your Consent:** We may share or disclose your information at your direction, such as when you authorize a third-party web client or application as log-in credentials when you order.
 - **Law and Harm:** Notwithstanding anything to the contrary in this Policy, we may preserve or disclose your information if we believe that it is reasonably necessary to comply with a law, regulation or legal request; to protect the safety of any person; to address fraud, security or technical issues; or to protect TrickleStar's rights or property. However, nothing in this Policy is intended to limit any legal defenses or objections that you may have to a third party's, including a government's, request to disclose your information.
 - **Business Transfers:** In the event that TrickleStar is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that transaction.

5. **HOW WE PROTECT YOUR INFORMATION**

1. We are committed to protecting the information we receive from you. We follow reasonable technical and management practices to help protect the confidentiality, security and integrity of data stored on our system. While no computer system is completely secure, we believe the measures we have implemented reduce the likelihood of security problems to a level appropriate to the type of data involved. We have implemented commercially reasonable precautions, including, where appropriate, password protection, encryption, firewalls, and internal restrictions on who may access data to protect our Site and the information we collect from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. The Site encrypts your credit card number, debit card number, or other payment option and other personal information using secure technology to provide for the secure transmission of the information from your personal computer to our servers. In addition, only those employees and third parties who need access to your information in order to perform their duties are allowed such access.

You should take steps to protect against unauthorized access to your password, phone, and computer by, among other things, signing off after using a shared computer, choosing a password that nobody else knows or can easily guess, and keeping your password private. Also, you should never share your log-in information with others. We are not responsible for



any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity.

6. CONSENT TO INTERNATIONAL TRANSFER OF DATA

1. By using or participating in any Service and/or providing us with your information, you consent to the collection, transfer, storage and processing of your information outside of the USA, consistent with this Policy. Please note that the data protection and other laws of countries to which your information may be transferred might not be as comprehensive as those in your country.

7. ACCESSING YOUR INFORMATION

1. You have the right to request details about the information we collect and to correct inaccuracies in that information. Any further statutory user rights remain unaffected. If permitted by law, we may charge you a small fee for providing you with this ability. We may decline to process requests that are unreasonably repetitive, require disproportionate technical effort, jeopardize the privacy of others, are extremely impractical, or for which access is not otherwise required by local law. If you would like to make a request to access your information, please contact our customer service department at customer.service@tricklestar.com

8. DATA RETENTION

1. We take reasonable steps to ensure that information about you is available only for so long as is necessary for the purpose for which it was collected, or as required under any contract, or by applicable law.

9. THIRD-PARTY LINKS AND PRODUCTS ON OUR SERVICES

1. Our Services may link to third-party websites and services that are outside our control. We are not responsible for the security or privacy of any information collected by websites or other services. You should exercise caution and review the privacy statements applicable to the third party websites and services you use.
2. Third Parties that Provide Content, Advertising or Functionality on Our Services -
 - We enable you to watch video content provided by content providers;
 - Certain third parties may serve advertising or keep track of which advertisements users see, how often they see those advertisements, and what users do in response to them; and
 - We enable you to share certain materials on the Services with others through social networking services such as Facebook, Twitter, Google +, and LinkedIn.
 - These third parties may collect or receive certain information about your use of the Services, including through the use of cookies, beacons, and similar technologies, and this information may be collected over time and combined with information collected across different websites and online services. We do not control the data collection and use practices of these companies. Some of these companies participate in industry-developed programs designed to provide consumers choices about whether to receive targeted advertising.
 - If you connect with a social networking service, we may receive and store authentication information from that service to enable you to log in, as well as other information that you allow us to receive when you connect with these services.

10. CALIFORNIA RESIDENTS



California law allows California residents to ask companies with whom they have an established business relationship to provide certain information about the companies' sharing of Personally Identifiable Information with third-parties for direct marketing purposes. We do not share any California consumer Personally Identifiable Information with third-parties for marketing purposes without consent. California customers who wish to request further information about our compliance with this law or have questions or concerns about our privacy practices may contact us using the contact information set forth below.

If you are a California resident, please see our California Resident Privacy Notice, below.

11. CHANGES TO THIS POLICY

We may revise this Policy from time to time. The most current version of the policy will govern our use of your information and will always be on the TrickleStar website. If we make a change to this policy that, in our sole discretion, is material, we will notify you via an email to the email address associated with your account. By continuing to access or use the Site after those changes become effective, you agree to be bound by the revised Policy.

12. HOW TO CONTACT US IF YOU WISH TO DISCUSS THIS POLICY

If you wish to discuss any aspect of this policy, please contact us by email customer.service@tricklestar.com



APPENDIX A

California Resident Privacy Notice

The below privacy notice supplements the information contained in the Privacy Policy and applies solely to California residents or those protected by California law. TrickleStar adopts this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this Notice. Capitalized terms not defined herein have the definition assigned in the Privacy Policy.

Information We Collect:

TrickleStar may collect information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device (“Personally Identifiable Information”). Personally Identifiable Information does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.

In particular, TrickleStar may have collected the following categories of Personally Identifiable Information within the last twelve (12) months:

Category	Examples	Collected and How	How Disclosed
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, driver’s license number, passport number, or other similar identifiers.	<p>Yes.</p> <p>User’s Identifiers data will be collected during user sign up to TrickleStar Portal such as Name, Email, Phone number, Postal address & Utility info.</p> <p>User’s IP address will be stored for device tracking and troubleshooting purposes.</p> <p>User’s Network SSID will be stored for connecting our connected products.</p> <p>User’s usage data will be stored for our internal analytics purposes.</p>	Disclosed to service providers solely for the purpose of completing the transaction initiated by the user.
B. Personally Identifiable Information	A name, signature, physical characteristics or description, address,	Yes, name and address, collected	Disclosed to service providers solely for the purpose of completing

categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	<p>telephone number, passport number, driver's license or state identification card number.</p> <p>Some Personally Identifiable Information included in this category may overlap with other categories.</p>	during user sign up to TrickleStar Portal.	the transaction initiated by the user.
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, citizenship, physical or mental disability, sex (including gender, gender identity, gender expression).	No.	N/A
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	<p>Yes, solely related to purchases of products and services from TrickleStar.</p> <p>Transaction records will be stored for user's purchased Products via TrickleStar Website such as personal info, payment info and shipment info.</p>	Disclosed to service providers solely for the purpose of completing the transaction initiated by the user.
E. Biometric information.	<p>Activity patterns used to extract a template or other identifier or identifying information, such as keystroke.</p> <p>*We do not utilize facial recognition software.</p>	No	N/A
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	<p>Yes, solely related to the TrickleStar website.</p> <p>We log the user's activities & events for TrickleStar IoT connected devices for up to 6 months. This is for troubleshooting purposes.</p>	Not disclosed to third parties, internal use only.
G. Geolocation data.	Physical location or movements.	<p>Yes.</p> <p>We collect user location data (longitude and latitude) for geofencing</p>	Not disclosed to third parties, internal use only.



		feature from our connected devices but only for users that opt-in to using this feature.	
H. Sensory data.	Audio, electronic and visual.	Yes. We collect occupancy data via a motion detector, temperature and humidity.	Not disclosed to third parties, internal use only.
I. Professional or employment-related information.	Current or past job history or performance evaluations.	No	N/A
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as class lists, student identification codes.	No	N/A
K. Inferences drawn from other Personally Identifiable Information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	No	N/A

Use of Personally Identifiable Information

TrickleStar may use the Personally Identifiable Information it collects for the purposes described in the Privacy Policy above.

TrickleStar will not collect additional categories of Personally Identifiable Information or use the Personally Identifiable Information collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personally Identifiable Information

TrickleStar may disclose your Personally Identifiable Information to a third-party for a business purpose.

Disclosures of Personally Identifiable Information for a Business Purpose

In the preceding twelve (12) months, TrickleStar has disclosed the following categories of Personally Identifiable Information for a business purpose:

- A: Identifiers
- B: Personally Identifiable Information categories listed in the California Customer Records statute
- D: Commercial Information

Sales of Personally Identifiable Information



In the preceding twelve (12) months, TrickleStar has not sold Personally Identifiable Information.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their Personally Identifiable Information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that TrickleStar disclose certain information to you about the collection and use of your Personally Identifiable Information over the past twelve (12) months. Once TrickleStar receives and confirms your verifiable consumer request (see Exercising Access, Data Portability, and Deletion), TrickleStar will disclose to you:

- The categories of Personally Identifiable Information collected about you.
- The categories of sources for the Personally Identifiable Information collected about you.
- The business or commercial purpose for collecting or selling that Personally Identifiable Information.
- The categories of third-parties with whom TrickleStar shares that Personally Identifiable Information.
- The specific pieces of Personally Identifiable Information collected about you (also called a data portability request).
- If TrickleStar disclosed your Personally Identifiable Information for a business purpose, two separate lists disclosing:
 - the disclosures for a business purpose and identifying the Personally Identifiable Information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that TrickleStar delete any of your Personally Identifiable Information that it has collected from you and retained, subject to certain exceptions. Once TrickleStar receives and confirms your verifiable consumer request (see Exercising Access, Data Portability, and Deletion), TrickleStar will delete (and direct our service providers to delete) your Personally Identifiable Information from TrickleStar's records, unless an exception applies.

TrickleStar may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

1. Complete the transaction for which we collected the Personally Identifiable Information, provide a good or service that you requested, take actions reasonably anticipated within the context of the ongoing business relationship with you, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *et. seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Comply with a legal obligation.
8. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.



Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to TrickleStar by either:

- Calling us at 1-888-700-1098 (Toll Free)
- Emailing TrickleStar at customer.service@tricklestar.com

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your Personally Identifiable Information. You may also make a verifiable consumer request on behalf of your minor child. You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows TrickleStar to reasonably verify you are the person about whom TrickleStar collected Personally Identifiable Information or an authorized representative, which may include the user's first name, last name, email address, exam date and time, and exam ID.
- Describe your request with sufficient detail that allows TrickleStar to properly understand, evaluate, and respond to it.
- TrickleStar cannot respond to your request or provide you with Personally Identifiable Information if we cannot verify your identity or authority to make the request and confirm the Personally Identifiable Information relates to you.

Making a verifiable consumer request does not require you to create an account with TrickleStar. However, TrickleStar does consider requests made through your password-protected account sufficiently verified when the request relates to Personally Identifiable Information associated with that specific account.

TrickleStar will only use Personally Identifiable Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

TrickleStar endeavors to respond to a verifiable consumer request within forty-five (45) days of its receipt. If TrickleStar requires more time (up to 45 days), we will inform you of the reason and extension period in writing.

If you have an account with TrickleStar, a written response will be delivered to that account. If you do not have an account with TrickleStar, we will deliver our written response by mail or electronically, at your option.

Any disclosures TrickleStar provides will only cover the 12-month period preceding the verifiable consumer request's receipt. The response TrickleStar provides will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, TrickleStar will select a format to provide your Personally Identifiable Information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

TrickleStar does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If TrickleStar determines that the request warrants a fee, TrickleStar will tell you why it made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

TrickleStar will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, TrickleStar will not:

- Deny you goods or services.



- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.
- However, TrickleStar may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your Personally Identifiable Information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt-in consent, which you may revoke at any time.