PRIVACY POLICY:

We respect and are committed to protecting your privacy. We may collect personally identifiable information (PII) when you visit our site. We also automatically receive and record information on our server logs from your browser including your IP address, cookie information and the page(s) you visited. We will not sell your personally identifiable information to anyone.

SECURITY POLICY

Your payment and personal information is always safe. Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name and address, so that it cannot be read over the internet.

Online Order Policy

All purchases are as is.

1. Introduction

- 1. We are committed to safeguarding the privacy of our website visitors and service users.
- 2. This policy applies where we are acting as a data controller with respect to the personal data of our website visitors and service users; in other words, where we determine the purposes and means of the processing of that personal data.
- We use cookies on our website. Insofar as those cookies are not strictly necessary for the provision of our website and services, we will ask you to consent to our use of cookies when you first visit our website.
- 4. Our website incorporates privacy controls which affect how we will process your personal data. By using the privacy controls, you

- can specify whether you would like to receive direct marketing communications and limit the publication of your information. You can access the privacy controls via www.evolutionmarketing.com.
- 5. In this policy, "we", "us" and "our" refer to Paperboy Collective LLC. For more information about us, see Section 13.

2. Credit

 This document was created using a template from SEQ Legal (https://seqlegal.com).

3. How we use your personal data

- 1. In this Section 3 we have set out:
 - the general categories of personal data that we may process;
 - 2. in the case of personal data that we did not obtain directly from you, the source and specific categories of that data;
 - 3. the purposes for which we may process personal data; and
 - 4. the legal bases of the processing.
- 2. We may process data about your use of our website and services ("usage data"). The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. The source of the usage data is our analytics tracking system. This usage data may be processed for the purposes of analysing the use of the website and services. The legal basis for this processing is our legitimate interests, namely monitoring and improving our website and services.
- 3. We may process your account data ("account data"). The account data may include your name and email address. The source of the account data is you. The account data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you. The legal basis for this processing is our legitimate interests, namely

- the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.
- 4. We may process your information included in your personal profile on our website ("profile data"). The profile data may include your name, address, telephone number, email address, profile pictures, gender, date of birth, relationship status, interests and hobbies, educational details and employment details. The profile data may be processed for the purposes of enabling and monitoring your use of our website and services. The legal basis for this processing is the performance of a contract between you and us and/or taking steps, at you request, to enter into such a contract.
- 5. We may process your personal data that are provided in the course of the use of our services ("service data"). The service data may include GEO targeting and location data, age, gender, relationship status, interests and hobbies, educational details and employment details. The source of the service data is you. The service data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.
- 6. We may process information that you post for publication on our website or through our services ("publication data"). The publication data may be processed for the purposes of enabling such publication and administering our website and services. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.
- 7. We may process information contained in any enquiry you submit to us regarding goods and/or services ("enquiry data"). The enquiry data may be processed for the purposes of offering, marketing and selling relevant goods and/or services to you. The legal basis for this processing is consent.

- 8. We may process information relating to our customer relationships, including customer contact information ("customer relationship data")[The customer relationship data may include your name, your pet, your contact details, and information contained in communications between us and you. The source of the customer relationship data is you. The customer relationship data may be processed for the purposes of managing our relationships with customers, communicating with customers, keeping records of those communications and promoting our products and services to customers. The legal basis for this processing is consent.
- 9. We may process information relating to transactions, including purchases of goods and services, that you enter into with us and/or through our website ("transaction data"). The transaction data may include your contact details, your card details and the transaction details. The transaction data may be processed for the purpose of supplying the purchased goods and services and keeping proper records of those transactions. The legal basis for this processing is the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract and our legitimate interests, namely the proper administration of our website and business.
- 10. We may process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters ("notification data"). The notification data may be processed for the purposes of sending you the relevant notifications and/or newsletters. The legal basis for this processing is consent.
- 11. We may process information contained in or relating to any communication that you send to us ("correspondence data"). The correspondence data may include the communication content and metadata associated with the communication. Our website will generate the metadata associated with communications made using the website contact forms. The correspondence data

- may be processed for the purposes of communicating with you and record-keeping. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business and communications with users.
- 12. In addition to the specific purposes for which we may process your personal data set out in this Section 3, we may also process any of your personal data where such processing is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.
- 13. Please do not supply any other person's personal data to us, unless we prompt you to do so.

4. Providing your personal data to others

- We may disclose your personal data to any member of our group of companies (this means our subsidiaries, our ultimate holding company and all its subsidiaries) insofar as reasonably necessary for the purposes, and on the legal bases, set out in this policy. Information about our group of companies can be found at https://www.evolutionmarketing.com/about.
- 2. We may disclose your personal data to our insurers and/or professional advisers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.
- 3. We may disclose usage data, transaction data, correspondence data, notification data, customer relationship data, enquiry data, publication data, service data, profile data, and/or account data to our suppliers or subcontractors identified at https://www.evolutionmarketing.com/about insofar as reasonably necessary for The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business and communications with users.

- 4. Financial transactions relating to our website and services are sometimes handled by our payment services providers. At this time, we have none but reserve the right to engage one in the future. We will share transaction data with our payment services providers only to the extent necessary for the purposes of processing your payments, refunding such payments and dealing with complaints and queries relating to such payments and refunds. You can find information about the payment services providers' privacy policies and practices at their websites.
- 5. We may disclose your enquiry data to one or more of those selected third party suppliers of goods and services identified on our website for the purpose of enabling them to contact you so that they can offer, market and sell to you relevant goods and/or services. Each such third party will act as a data controller in relation to the enquiry data that we supply to it; and upon contacting you, each such third party will supply to you a copy of its own privacy policy, which will govern that third party's use of your personal data.
- 6. In addition to the specific disclosures of personal data set out in this Section 4, we may disclose your personal data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person. We may also disclose your personal data where such disclosure is necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

5. International transfers of your personal data

- 1. In this Section 5, we provide information about the circumstances in which your personal data may be transferred to countries outside the European Economic Area (EEA).
- 2. We have offices and facilities in the United States. The European Commission has made an "adequacy decision" with respect to the data protection laws of the United States. Transfers to the United

- States will be protected by appropriate safeguards, namely the use of standard data protection clauses adopted or approved by the European Commission, a copy of which can be obtained from
- 3. The hosting facilities for our website are situated in the United States. The European Commission has made an "adequacy decision" with respect to [the data protection laws of the United States. Transfers to the United States will be protected by appropriate safeguards, namely the use of standard data protection clauses adopted or approved by the European Commission, a copy of which you can obtain from
- 4. Our suppliers and subcontractors are situated in the United States. The European Commission has made an "adequacy decision" with respect to the data protection laws of the United States. Transfers to the United States will be protected by appropriate safeguards, namely the use of standard data protection clauses adopted or approved by the European Commission, a copy of which can be obtained from
- 5. You acknowledge that personal data that you submit for publication through our website or services may be available, via the internet, around the world. We cannot prevent the use (or misuse) of such personal data by others.

6. Retaining and deleting personal data

- This Section 6 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal data.
- 2. Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- 3. We will retain your personal data as follows:
 - usage data, transaction data, correspondence data, notification data, customer relationship data, enquiry data, publication data, service data, profile data, and/or account data will be retained for a minimum period of one year

- following termination of your account and for a maximum period of two years following termination of your account.
- 4. In some cases it is not possible for us to specify in advance the periods for which your personal data will be retained. In such cases, we will determine the period of retention based on the following criteria:
 - the period of retention of usage data, transaction data, correspondence data, notification data, customer relationship data, enquiry data, publication data, service data, profile data, and/or account data will be determined based on laws and regulations regarding record retention requirements and obligations.
- 5. Notwithstanding the other provisions of this Section 6, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

7. Amendments

- 1. We may update this policy from time to time by publishing a new version on our website.
- 2. You should check this page occasionally to ensure you are happy with any changes to this policy.
- 3. We will notify you of significant changes to this policy by email.

8. **Your rights**

- In this Section 8, we have summarised the rights that you have under data protection law. Some of the rights are complex, and not all of the details have been included in our summaries.
 Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.
- 2. Your principal rights under data protection law are:
 - 1. the right to access;
 - 2. the right to rectification;
 - 3. the right to erasure;
 - 4. the right to restrict processing;

- 5. the right to object to processing;
- 6. the right to data portability;
- 7. the right to complain to a supervisory authority; and
- 8. the right to withdraw consent.
- 3. You have the right to confirmation as to whether or not we process your personal data and, where we do, access to the personal data, together with certain additional information. That additional information includes details of the purposes of the processing, the categories of personal data concerned and the recipients of the personal data. Providing the rights and freedoms of others are not affected, we will supply to you a copy of your personal data. The first copy will be provided free of charge, but additional copies may be subject to a reasonable fee. You can access your personal data by visiting
 - https://www.paperboycollective.com/contact-us when logged into our website.
- 4. You have the right to have any inaccurate personal data about you rectified and, taking into account the purposes of the processing, to have any incomplete personal data about you completed.
- 5. In some circumstances you have the right to the erasure of your personal data without undue delay. Those circumstances include: the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; you withdraw consent to consent-based processing; you object to the processing under certain rules of applicable data protection law; the processing is for direct marketing purposes; and the personal data have been unlawfully processed. However, there are exclusions of the right to erasure. The general exclusions include where processing is necessary: for exercising the right of freedom of expression and information; for compliance with a legal obligation; or for the establishment, exercise or defense of legal claims.
- 6. In some circumstances you have the right to restrict the processing of your personal data. Those circumstances are: you

contest the accuracy of the personal data; processing is unlawful but you oppose erasure; we no longer need the personal data for the purposes of our processing, but you require personal data for the establishment, exercise or defence of legal claims; and you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, we may continue to store your personal data. However, we will only otherwise process it: with your consent; for the establishment, exercise or defence of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.

- 7. You have the right to object to our processing of your personal data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for: the performance of a task carried out in the public interest or in the exercise of any official authority vested in us; or the purposes of the legitimate interests pursued by us or by a third party. If you make such an objection, we will cease to process the personal information unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the establishment, exercise or defence of legal claims.
- 8. You have the right to object to our processing of your personal data for direct marketing purposes (including profiling for direct marketing purposes). If you make such an objection, we will cease to process your personal data for this purpose.
- 9. You have the right to object to our processing of your personal data for scientific or historical research purposes or statistical purposes on grounds relating to your particular situation, unless the processing is necessary for the performance of a task carried out for reasons of public interest.
- 10. To the extent that the legal basis for our processing of your personal data is:

- 1. consent; or
- 2. that the processing is necessary for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract,
- 11. and such processing is carried out by automated means, you have the right to receive your personal data from us in a structured, commonly used and machine-readable format. However, this right does not apply where it would adversely affect the rights and freedoms of others.
- 12. If you consider that our processing of your personal information infringes data protection laws, you have a legal right to lodge a complaint with a supervisory authority responsible for data protection. You may do so in the EU member state of your habitual residence, your place of work or the place of the alleged infringement.
- 13. To the extent that the legal basis for our processing of your personal information is consent, you have the right to withdraw that consent at any time. Withdrawal will not affect the lawfulness of processing before the withdrawal.
- 14. You may exercise any of your rights in relation to your personal data by written notice to us.

9. About cookies

- A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.
- 2. Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.
- 3. Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you

may be linked to the information stored in and obtained from cookies.

10. Cookies that we use

- 1. We use cookies for the following purposes:
 - authentication we use cookies to identify you when you
 visit our website and as you navigate our website. (cookies
 used for this purpose are listed below in section "h" of this
 clause.)
 - 2. status we use cookies to help us to determine if you are logged into our website. (cookies used for this purpose are listed below in section "h" of this clause.)
 - personalization we use cookies to store information about your preferences and to personalise the website for you. (cookies used for this purpose are listed below in section "h" of this clause.)
 - 4. security we use cookies as an element of the security measures used to protect user accounts, including preventing fraudulent use of login credentials, and to protect our website and services generally. (cookies used for this purpose are listed below in section "h" of this clause.)
 - 5. advertising we use cookies to help us to display advertisements that will be relevant to you (cookies used for this purpose are listed below in section "h" of this clause.)
 - 6. analysis we use cookies to help us to analyse the use and performance of our website and services. (cookies used for this purpose are listed below in section "h" of this clause.) and
 - 7. cookie consent we use cookies to store your preferences in relation to the use of cookies more generally. (cookies used for this purpose are listed below in section "h" of this clause.)
- 2. The relevant data and cookies include any of the following: The information we collect includes unique identifiers, browser type and settings, device type and settings, operating system, mobile

network information including carrier name and phone number, and application version number, information about the interaction of your apps, browsers, and devices with our services, including IP address, crash reports, system activity, and the date, time, and referrer URL of your request, Terms you search for, Videos you watch, Views and interactions with content and ads, Voice and audio information when you use audio features, Purchase activity, People with whom you communicate or share content, Activity on third-party sites and apps that use our services, Chrome browsing, telephony log information like your phone number, calling-party number, receiving-party number, forwarding numbers, time and date of calls and messages, duration of calls, routing information, and types of calls, GPS, sensor data from your device, Wi-Fi access points, cell towers, and Bluetooth-enabled devices, pixel tags, local storage, such as browser web storage or application data caches, databases, and server logs.

11. Cookies used by our service providers

- 1. Cookies used by our service providers
- 2. We use Google Analytics to analyse the use of our website. Google Analytics gathers information about website use by means of cookies. The information gathered relating to our website is used to create reports about the use of our website. Google's privacy policy is available at:

https://www.google.com/policies/privacy/. The relevant data and cookies include any of the following: The information we collect includes unique identifiers, browser type and settings, device type and settings, operating system, mobile network information including carrier name and phone number, and application version number, information about the interaction of your apps, browsers, and devices with our services, including IP address, crash reports, system activity, and the date, time, and referrer URL of your request, Terms you search for, Videos you watch, Views and interactions with content and ads, Voice and audio information when you use audio features, Purchase activity, People with whom

- you communicate or share content, Activity on third-party sites and apps that use our services, Chrome browsing, telephony log information like your phone number, calling-party number, receiving-party number, forwarding numbers, time and date of calls and messages, duration of calls, routing information, and types of calls, GPS, sensor data from your device, Wi-Fi access points, cell towers, and Bluetooth-enabled devices, pixel tags, local storage, such as browser web storage or application data caches, databases, and server logs.
- 3. We publish Google AdSense interest-based advertisements on our website. These are tailored by Google to reflect your interests. To determine your interests, Google will track your behaviour on our website and on other websites across the web using cookies. We publish Google AdSense advertisements on our website. To determine your interests, Google will track your behaviour on our website and on other websites across the web using cookies. This behaviour tracking allows Google to tailor the advertisements that you see on other websites to reflect your interests (but we do not publish interest-based advertisements on our website). You can view, delete or add interest categories associated with your browser by visiting: https://adssettings.google.com. You can also opt out of the AdSense partner network cookie using those settings or using the Network Advertising Initiative's multi-cookie opt-out mechanism at: http://optout.networkadvertising.org. However, these opt-out mechanisms themselves use cookies, and if you clear the cookies from your browser your opt-out will not be maintained. To ensure that an opt-out is maintained in respect of a particular browser, you may wish to consider using the Google browser plug-ins available at:

https://support.google.com/ads/answer/7395996 The relevant data and cookies include any of the following: The information we collect includes unique identifiers, browser type and settings, device type and settings, operating system, mobile network information including carrier name and phone number, and

application version number, information about the interaction of your apps, browsers, and devices with our services, including IP address, crash reports, system activity, and the date, time, and referrer URL of your request, Terms you search for, Videos you watch, Views and interactions with content and ads, Voice and audio information when you use audio features, Purchase activity, People with whom you communicate or share content, Activity on third-party sites and apps that use our services, Chrome browsing, telephony log information like your phone number, calling-party number, receiving-party number, forwarding numbers, time and date of calls and messages, duration of calls, routing information, and types of calls, GPS, sensor data from your device, Wi-Fi access points, cell towers, and Bluetooth-enabled devices, pixel tags, local storage, such as browser web storage or application data caches, databases, and server logs.

12. Managing cookies

- 1. Most browsers allow you to refuse to accept cookies and to delete cookies. The methods for doing so vary from browser to browser, and from version to version. You can however obtain up-to-date information about blocking and deleting cookies via these links:
 - https://support.google.com/chrome/answer/95647?hl=en (Chrome);
 - https://support.mozilla.org/en-US/kb/enable-and-disable-co okies-website-preferences (Firefox);
 - http://www.opera.com/help/tutorials/security/cookies/ (Opera);
 - https://support.microsoft.com/en-gb/help/17442/windowsinternet-explorer-delete-manage-cookies (Internet Explorer);
 - 5. https://support.apple.com (Safari); and
 - 6. https://privacy.microsoft.com/en-us/windows-10-microsoft-edge-and-privacy (Edge).
- 2. Blocking all cookies will have a negative impact upon the usability of many websites.

3. If you block cookies, you will not be able to use all the features on our website.

13. Our details

- 1. This website is owned and operated by Paperboy Collective LLC.
- 2. We are a New York limited liability company, and our registered office is at 418 Broadway STE Y Albany, NY 12207.
- 3. Our principal place of business is at 15 Union Station Rd North Chili NY 14514
- 4. You can contact us:
 - 1. by mail, to the postal address given above;
 - 2. using our website contact form;
 - 3. by telephone, on the contact number published on our website from time to time; or
 - 4. by email, using the email address published on our website from time to time.

14. Data protection officer

 Our data protection officer's contact details are: info@paperboycollective.com

HIPAA Assurances. Paperboy Collective LLC understands that Customer is a person of entity covered by the HIPPA regulations ("covered entity"). In the event Paperboy Collective LLC creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Paperboy Collective LLC shall:

- Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to CMS in the same manner that such sections apply to the covered entity;
- Not use or further disclose the PHI, except as permitted by law;

- Not use or further disclose the PHI in a manner that had Paperboy Collective LLC done so, would violate the requirements of HIPAA;
- Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
- Comply with all applicable requirements of 45 C.F.R. Part 162 if Paperboy Collective LLC conducts Standard Transactions for or on behalf of the Covered Entity;
- Report promptly to you, the user, any security incident or other use or disclosure of PHI not provided for by this Agreement of which Paperboy Collective LLC becomes aware;
- Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Paperboy Collective LLC obligations under this paragraph and agree to the same restrictions and conditions;
- Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
- Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include:
 - (1) Dates of disclosure, (2) names of the entities or persons who received the PHI, (3) a brief description of the PHI disclosed, and (4) a brief statement of the purpose and basis of such disclosure;
- Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and
- Incorporate any amendments or corrections to PHI when notified by Customer or enter into an Agreement or other necessary Agreements to comply with HIPAA.

Terms & Conditions

ACCEPTANCE

These are official terms and conditions and form a legally binding agreement between you and Paperboy Collective LLC. These terms and conditions apply to all users of THE WEBSITE whether a 'visitor' or a 'member'. By clicking below and accessing The Website, you understand and certify that you are at least 21 years of age (or the age a person permitted to purchase alcoholic beverages under the laws of your state, province or country).

You have read and agree to the terms and conditions on this page BEFORE accessing The Website.

If you register to become a Member of The Website, you represent and warrant that all information you provide on the registration form is current, complete and accurate. During the registration process, you may be required to choose a password. You agree that Paperboy Collective LLC may rely on this password to identify you.

You are responsible for all use of your account, regardless of whether you authorized such use, and for ensuring that all use of your account complies with these Terms of Service.

You acknowledge and agree that the technical processing and transmission of The Website, including your User Submissions, may involve transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices. You further acknowledge and agree that other data collected and maintained by Paperboy Collective LLC with regard to its users may be disclosed in accordance with Paperboy Collective LLC 's Privacy Policy.

If you do not agree to be bound by the terms and conditions contained herein, and to have full responsibility for compliance with the laws of the state or country where you reside or are accessing this website, then do not use THE WEBSITE. The Website Owner reserves the right to amend these terms of service from time to time and will utilize commercially reasonable efforts to provide notice of such changes. The changes will become binding 30 days

after they are posted on The Website, and your use of The Website following the 30 day period will signify your assent to and acceptance of its revised terms.

DESCRIPTION OF WEBSITE CONTENT

This WEBSITE allows for uploading, sharing and general viewing of various types of content.

The Website may also contain certain links to third party websites which are in no way owned or controlled by Paperboy Collective LLC . Paperboy Collective LLC assumes no responsibility for the content, privacy policies, practices of any and all third party websites. Paperboy Collective LLC cannot censor or edit the content of third party sites. You acknowledge that Paperboy Collective LLC will not be liable for any and all liability arising for your use of any third-party website.

CONDUCT

THE WEBSITE is for your personal use and shall not be used for any commercial endeavor except those specifically endorsed or approved by Paperboy Collective LLC. Any illegal and/or unauthorized use of THE WEBSITE is prohibited including but not limited to collecting usernames and e-mail addresses for sending unsolicited emails, unauthorized framing, linking to The Website, or any other purpose, is prohibited.

You acknowledge and agree that you shall be responsible for your own user submissions and the consequences of posting, uploading, publishing, transmitting or other making them available on THE WEBSITE. You agree that you shall not (nor others using your account) post, upload, publish, transmit or make available in any way on THE WEBSITE content which is illegal, unlawful, harassing, harmful, threatening, tortuous, abusive, defamatory, obscene, libelous, hateful, racial or invasive of one's privacy including but not limited to personal information. You also agree that you shall not post, upload, publish, transmit or make available in any way on THE WEBSITE software containing viruses or any other computer code, files, or programs designed to destroy,

interrupt, be malicious in any manner, limit the functionality of, or monitor, or persistently reside in or on any computer software or hardware or telecommunications equipment. You agree that you shall not (nor others using your account) post, upload, publish, transmit or make available in any way on THE WEBSITE content which is intentionally or unintentionally violating any applicable local, state, national, or international law, or any regulations or laws having the force of law where you reside and elsewhere, including but not limited to any laws or regulations relating to securities, privacy, and export control. You agree that you shall not (nor others using your account) engage in, promote, post, upload, publish, transmit or make available in any way on THE WEBSITE content depicting illegal activities, promote or depict physical harm or injury against any group or individual, or promote or depict any act of cruelty to animals. You agree not to use THE WEBSITE in any way that exposes Paperboy Collective LLC to criminal or civil liability and will indemnify Paperboy Collective LLC for any fees, penalties, losses or attorneys fees associated therewith. You agree that Paperboy Collective LLC shall have the right to determine in its sole and unfettered discretion, what action shall be taken in the event of any discovered or reported violation of the terms and conditions contained herein.

INTELLECTUAL PROPERTY

Our content is legally protected including all media and materials, all software, code, design, text, scripts, messages, images, photographs, illustrations, audio and video material, media files, artwork, graphic material, articles, databases, proprietary information, writings, spoken statements, music, video recordings, audio-visual works and recordings, slides, portraits, works of authorship, animated and/or motion pictures, interactive features, caricatures, likenesses, profiles, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and all copyrightable or otherwise legally protectable elements of The Website, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all derivative works, translations, adaptations or variations of same, regardless of the medium, broadcast medium, format or

form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, in black-and-white or in colors, alone or in conjunction with other work, characters, real or imaginary, in any part of the world, all of the foregoing, individually and/or collectively, is referred to herein as ("Content"). Content on The Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Paperboy Collective LLC reserves all rights not expressly granted in and to The Website and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, and/or distribution of User Submissions of third parties obtained through The Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to disable, circumvent, or otherwise interfere with security related features of THE WEBSITE or features that prevent or restrict use or copying of any Content or enforce limitations on use of The Website or the Content therein.

Paperboy Collective LLC does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Paperboy Collective LLC expressly disclaims any and all liability in connection with User Submissions. Paperboy Collective LLC reserves the right to remove Content and User Submissions without prior notice or delay. Paperboy Collective LLC will also terminate a User's access to its Website, if they are determined to be an infringer. While pornographic and adult content are accepted, Paperboy Collective LLC also reserves the right to decide in its sole and unfettered discretion, whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, obscene or defamatory material, or excessive length. Paperboy Collective LLC may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

Paperboy Collective LLC does not permit copyright infringing activities or infringement of intellectual property rights on its Website, and will promptly and without prior notice remove all content and user Submissions if properly notified of infringements on third party's intellectual property rights. Repeat infringers will have their user access to The Website terminated. If you are a copyright owner or an agent thereof and believe that any user Submission or other content infringes upon your rights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our DMCA agent with the following information in electronic form (see 17 U.S.C. 512 (3) for further detail): (1) an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest; (2) a description identifying the material claimed to have been infringed and that is to be removed or access to which is to be disabled, and the location where the original or an authorized copy of the material exists (for example, the URL of the page of The Website where it is lawfully posted; the name, edition and pages of a book from which an excerpt was copied, etc.); (3) information reasonably sufficient to permit us to contact you, such as an address, telephone number and, if available, an electronic mail; (4) a statement that you have a good faith belief that use of the material, in the manner complained of, is not authorized by its rightful owner, its agent, or the law; and (5) a statement that the information in the notification is accurate, and under penalty of perjury, that you are the rightful copyright owner or that you are authorized to act on behalf of the owner's behalf.

USER SUBMISSIONS

Paperboy Collective permits the submission of photo, video and other communications and the hosting, sharing and publishing of such User Submissions. You shall be solely responsible for your own Submissions and the consequences of posting or publishing them. You understand that whether or not such User Submissions are published and/or uploaded, Paperboy Collective does not guarantee any confidentiality with respect to any submissions. Paperboy Collective LLC allows/permits you to link to materials on The Website for personal, non-commercial purposes only. Paperboy Collective reserves the right to discontinue any aspect of The

Website at any time. Furthermore, with User Submissions, you affirm, represent and/or warrant that:

- You own or retain the necessary licenses, rights, consents, and permissions to use and authorize Paperboy Collective. to use all trademarks, copyrights, trade secrets, patents, or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by The Website and these Terms of Service.
- 2. You will not post, or allow anyone else to post, any material that depicts any person under the age of 18 years and you have inspected and are maintaining written documentation sufficient to confirm that all subjects of your submissions are, in fact, over the age of 18 years.
- 3. You have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by The Website and these Terms of Service. For clarity, you retain all of your ownership rights in your User Submissions. By submitting the User Submissions to THE WEBSITE, you hereby grant Paperboy Collective LLC a worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with The Website and Paperboy Collective 's (and its successor's) business, including without limitation for promoting and redistributing part or all of The Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of The Website a non-exclusive license to access your User Submissions through The Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of The Website and under these Terms of Service. The foregoing license granted by you terminates once you remove or delete a User Submission from The Website.

- 4. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Submissions posted by you to or through The Website.
- 5. You are solely responsible for the User Submissions that you make visible on The Website or to any third-party website via an embedded player provided by The Website or any other material or information that you transmit or share with other Users or unrelated third-parties via The Website.

In submitting material (video or other communication), you further agree that you shall not, or allow your account to be used to:

- Submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Paperboy Collective LLC all of the license rights granted herein.
- 2. Publish falsehoods or misrepresentations that could damage Paperboy Collective LLC . or any third party;
- 3. Submit material that is obscene, illegal, unlawful, defamatory, libelous, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate.
- 4. Post advertisements or solicitations of business.
- 5. Impersonate another person.
- 6. Allow any third party, whether or not for your benefit, to reproduce, use, copy, modify, adapt, translate, create derivative works from, display, perform, publish, post, distribute, sell, license, upload, transmit, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website) or otherwise exploit, any Content, including member Submissions, without Paperboy Collective's express prior written consent.
- 7. Use any computerized or automatic mechanism, including without limitation, any web scraper, offline reader, spider or robot, to access, extract or

download any Content from The Website, unless you are expressly authorized to do so by Paperboy Collective LLC .

- 8. Use or launch any automated system that accesses The Website in a manner that sends more request messages to our servers in a given period of time than a person can reasonably create in the same period by using a conventional on-line web browser.
- 9. Collect or harvest any personally identifiable information, including account names, from The Website.
- 10. Solicit, for commercial purposes, any users of The Website with respect to their Submissions.

You understand and acknowledge that when using THE WEBSITE, you will be exposed to User Submissions from a variety of sources, and that Paperboy Collective LLC. is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Paperboy Collective LLC with respect thereto, and agree to indemnify and hold Paperboy Collective LLC, its Owners, affiliates, operators, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of The Website.

You agree that Paperboy Collective LLC. may at its sole discretion have the right to refuse to publish, remove, or block access to any User Submission that is available via The Website at any time, for any reason, or for no reason at all, with or without notice.

Paperboy Collective LLC provides its website as a service to its users. However, Paperboy Collective LLC assumes no responsibility whatsoever for monitoring the Content or Services for inappropriate content or conduct. If at any time Paperboy Collective LLC chooses, in its sole discretion, to monitor the Content or Services, however, Paperboy Collective LLC assumes no

responsibility for the content, no obligation to modify or remove any inappropriate content, and no responsibility for the conduct of the User submitting any such content. Paperboy Collective LLC may review and delete any User Submissions that, in its sole judgment, violates this Agreement or may be otherwise offensive or illegal, or violate the rights, harm, or threaten the safety of any User or person not associated with The Website (collectively "Inappropriate User Submissions").

Notices to Paperboy Collective LLC.

Communications from you to Paperboy Collective LLC may be made to 418 Broadway STE Y Albany, NY 12207 **Venue and Jurisdiction, Choice of Law, Arbitration**

The Terms and Conditions will be governed by the laws of the United States without regard to choice of law principles. Where applicable, the English version of the Terms and Conditions will prevail over any foreign language versions. Any controversy or dispute arising out of or related to these Terms and Conditions that cannot be amicably resolved will be settled in arbitration. All arbitration proceedings will be conducted in the English language pursuant to Rules of the American Arbitration Association and will be governed by the laws of the State of New York without regard to choice of law provisions. The place of the arbitration or litigation will be Rochester, New York; provided, however, that notwithstanding the foregoing, you agree that Paperboy Collective LLC has the right to commence and prosecute an action against you in connection with these terms of service, in your home jurisdiction. To the extent it may be applicable, you agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act.

ACCOUNT TERMINATION POLICY

A user's access to Paperboy Collective LLC will be terminated if, under appropriate conditions, the User is determined to infringe repeatedly. Paperboy Collective LLC reserves the right to decide whether Content or if a User's Submission is appropriate and complies with these Terms and

Conditions in regards to violations other than copyright infringement or privacy law, such as, but not limited to, hate crimes, pornography, obscene or defamatory material, or excessive length. Paperboy Collective LLC may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms and Conditions at any time, without prior notice and at its sole discretion.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

IN NO EVENT SHALL Paperboy Collective LLC , ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER. YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, Paperboy Collective LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. Paperboy Collective LLC MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY:

- 1. ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,
- PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE,
- 3. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN.
- 4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR
- 5. ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY

CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. Paperboy Collective LLC. DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND Paperboy Collective LLC. WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT Paperboy Collective LLC. SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

INDEMNITY

You agree to defend, indemnify and hold harmless Paperboy Collective LLC., its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- 1. your use of and access to The Website;
- 2. your violation of any term of these Terms of Service;
- 3. your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- 4. Any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of The Website.

You affirm that you are either more than 21 years of age, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms and Conditions contained herein.

<u>Marketing Services</u> If a third party company, software, script or anything outside of Paperboy Collective is used to manipulate search engine rankings is a violation to our service and you will be terminated as a client. We do not offer consulting services nor fix SEO related problems caused by other vendors.

Termination upon Breach of Provisions. Notwithstanding any other provision of this Agreement, Covered Entity may give written notice to in the event of a breach and give Paperboy Collective five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Paperboy Collective if Covered Entity reasonably determines that Paperboy Collective has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Paperboy Collective hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

Return or Destruction of Protected Health Information upon Termination.

Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Paperboy Collective shall either return or destroy all PHI received from the Covered Entity or created or received by Paperboy Collective on behalf of the Covered Entity in which Paperboy Collective maintains in any form. Paperboy Collective shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Paperboy Collective determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Paperboy Collective shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Paperboy Collective to return or destroy such PHI, the terms and provisions of this Agreement shall survive such

termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Paperboy Collective maintains such Protected Health Information.

Billing/Payments. All invoices for Paperboy Collective, Inc. recurring services are automatically sent to the client, via electronic billing, on the 1st of each month following their service start date. From this electronic invoice, you can set your bill on auto-recurring monthly payments, or you can pay the electronic invoice manually each month. If you do not set your bill on automatic recurring payments, then your manual payments are due within 10 days of the date of the invoice. Any unpaid balances on your account after 30 days may be subject to a 3% late penalty for each 30 day period thereafter. If an account becomes more than 90 days past due, our system is set to automatically disable your website unless a Paperboy Collective, LLC executive overrides it as a courtesy, if the client has made verbal communication as to why the payments are late and a prior agreement has been made regarding the 90 day delinguency. All payments made by credit card will have a 3% additional fee.

No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

De-Identified Data. Notwithstanding the provisions of this Agreement, Paperboy Collective and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

Amendment. Paperboy Collective and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

<u>Defamation of character.</u> If a violation of any of the Paperboy Collective LLC terms and conditions, as contained here, results in your termination as a client, retaliation of any kind will be met by law. An example of such retaliation would be: writing a false claim or bad review aboutPaperboy Collective LLC, in the event you are terminated for a policy violation.

<u>Interpretation.</u> Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

<u>**Definitions.**</u> Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.