

Privacy Policy

brickaFIT, LLC (referred to herein as “brickaFIT”, “our”, “us” or “we”) is committed to respecting the privacy rights of those visiting our websites, including our Trainers’ Replicated Websites and our mobile applications (hereafter collectively referred to as the “Website” or “Websites”). We created this Privacy Policy to give you confidence as you visit and use the Websites, and to demonstrate our commitment to fair information practices and to the protection of privacy.

This Privacy Policy is only applicable to our Websites and not to any Third-Party websites that may link to or from this Website, which may have data collection, storage and use practices and policies that differ materially from this Privacy Policy. For additional information, see the section concerning Third-Party Websites, below.

BY USING THE WEBSITE, YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO THE TERMS OF, THIS PRIVACY POLICY. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY THIS PRIVACY POLICY, YOU MUST IMMEDIATELY LEAVE THE WEBSITE.

Each time you use the Website, the then-current version of this Privacy Policy will apply. Accordingly, each time you use the Website you should check the date of this Privacy Policy (which appears at the end) and review any changes since the last time you visited the Website. For additional information, see the section concerning Updates and Changes to Privacy Policy, below.

Children’s Privacy

brickaFIT is committed to the safety of our children. Persons under the age of 18 may not enroll as brickaFIT Trainers or register as Clients. Children under the age of 13 may not purchase products through any of our Websites. brickaFIT does not solicit or knowingly collect personally identifiable information from children under the age of 13. If brickaFIT obtains actual knowledge that it has collected personally identifiable information from a child under the age of 13, brickaFIT will immediately delete such information from its database. Because brickaFIT does not collect personally identifiable information from children under the age of 13, brickaFIT has no such information to use or disclose to third parties. brickaFIT has designed this Privacy Policy in order to comply with the Children's Online Privacy Act (COPA).

Information Collection

brickaFIT is the sole owner of the Website, including Replicated Websites. We collect information from Independent Trainers (“Trainers”), Clients and visitors to the websites at different points on the websites.

- **Traffic Data.** Like most website operators, brickaFIT automatically gathers information of the sort that browsers automatically make available, including: (i) IP addresses; (ii) domain servers; (iii) types of devices accessing the Website; and (iv) types of Web browsers accessing the Website (collectively “Traffic Data”). Traffic Data is anonymous information that does not personally identify you.
- **Cookies.** A “Cookie” is a string of information that a website stores on a user's computer, and that the user's browser provides to the website each time the user submits a query to the

website. The purpose of a Cookie is to identify the user as a unique user of the Website. brickaFIT uses Cookies to customize your experience on the Website to your interests, to ensure that you do not see the same informational messages repeatedly, and to store your username so you do not have to re-enter it each time you visit the Website. For additional information on brickaFIT's uses of Cookies, see the section concerning Information Use and Disclosure Practices/Traffic Data and Information Gathered Using Cookies, below. IF YOU DO NOT WISH TO HAVE COOKIES PLACED ON YOUR COMPUTER, YOU SHOULD SET YOUR BROWSERS TO REFUSE COOKIES BEFORE ACCESSING THE WEBSITE, WITH THE UNDERSTANDING THAT CERTAIN OF THE SERVICES AND CERTAIN FEATURES OF THE WEBSITE MAY NOT FUNCTION PROPERLY WITHOUT THE AID OF COOKIES. IF YOU REFUSE COOKIES, YOU ASSUME ALL RESPONSIBILITY FOR ANY RESULTING LOSS OF FUNCTIONALITY.

- **Personal Information.** Through your use of or visits to our websites, you may be required or requested to provide personally identifiable information (hereafter “Personal Information”) to us. Personal Information is any piece of information which can potentially be used to uniquely identify, contact, or locate a single person. Such information includes, without limitation: (1) “Contact Data” (such as your name, mailing address and e-mail address); (2) “Demographic Data” (such as your age, gender, profession, education level, relationship status, religious affiliation, country, state, city and likes and dislikes.); and (3) “Financial Data” (such as your credit/debit card number and expiration date). We do not collect Personal Information from you through this Website without first asking you to provide it. The Website does not gather Personal Information from you without your knowledge. We may supplement the Personal Information you provide to us with additional personal information gathered from public sources or from third-parties (e.g., consumer reporting agencies) who may lawfully provide such information to us. You are under no obligation to provide Personal Information to us, with the caveat that your refusal to do so may prevent you from using certain of the features and services available on the Website or from purchasing some or all of our products.
- **Credit Card Information.** Credit card information collected at registration or for shopping cart orders is used only to process payment for the transaction and, generally, is not retained by us. You may, however, voluntarily elect to securely store your credit card information for your convenience in order to pay for future orders. In addition, if you register with us as a Trainer or participate in an autoship program, your credit card information will be securely stored in order to pay for autoship or standing orders, and to pay any renewal fees that you have agreed in advance to pay as they become due. You may add, edit, and delete your stored card information.
- **Trainer and Client Registration.** In order to become a Trainer, an applicant must provide Personal Information to us. We also may require an applicant’s taxpayer identification number (Social Security Number or Federal Tax ID Number) so that we may prepare and file necessary non-employee compensation forms for the IRS. Certain Clients may be required to register in order to purchase products directly from us (“Registered Clients”). Registered Clients will be required to provide Personal Information. We use this information to maintain contact with Trainers and Registered Clients, and to process Trainer and Registered Client orders.
- **Product or Service Purchases.** When a Client, Registered Client, or Trainer purchases

products or services from us through any of our websites, the purchaser must provide us with Personal Information. This information is used for billing and payment purposes and to fill orders.

- **Information that you make Public.** The Website may contain features (e.g. public profiles, forums, and message boards) that permit you to upload, post, transmit, display, perform or distribute content, information or other material, including some of your Personal Information. Any information that you choose to disclose by means of such features becomes public information over which brickaFIT is unable to exercise control. You should exercise caution when deciding to disclose your Personal Information by means of such features, and you agree to assume all responsibility for doing so.

Information Use and Disclosure Practices

- **Traffic Data and Information Gathered Using Cookies.** brickaFIT analyzes Traffic Data and information gathered using Cookies to help brickaFIT better understand who is using the Website and how they are using it. By identifying patterns and trends in usage, brickaFIT is able to better design the Website to improve your experience, and to serve you more relevant and interesting content. From time to time, brickaFIT may release Traffic Data and information gathered using Cookies in the aggregate, such as by publishing a report on trends in the usage of the Website. brickaFIT does not attempt to link information gathered using Cookies to Personal Information.
- **Personal Information.** Personal Information that is collected from Clients, Trainers and Registered Clients through Trainer and Client Registration, Product or Services Purchases and/or Surveys is used and disclosed as described in this Privacy Policy. Except as specifically set forth in this Privacy Policy, brickaFIT DOES NOT share Personal Information. brickaFIT may share aggregated information from time to time with its partners, vendors or other third parties. When such aggregate information is shared by brickaFIT, no Personal Information is shared.
- **Disclosure Practices.** Except under the following circumstances and otherwise as set forth in this Privacy Policy, brickaFIT will keep your Personal Information private and will not sell it to or share it with third parties.
 - **Disclosure in Connection with Services.** brickaFIT discloses Personal Information to those who help it provide Services, including those who perform technical, administrative and data processing tasks such as hosting, billing, fulfillment, and data storage and security.
 - **By Law or to Protect Rights.** brickaFIT discloses Personal Information when required to do so by law, or in response to a subpoena or court order, or when brickaFIT believes in its sole discretion that disclosure is reasonably necessary to protect the property or rights of brickaFIT, third parties or the public at large.
 - **Legally Required Law Enforcement, Judicial and Administrative Agency Disclosures.** brickaFIT will provide confidential and personally identifiable information as necessary to comply with judicial and administrative orders, subpoenas, Civil or Criminal Investigative Demands, Administrative and Regulatory Demands and other legal obligations. In order for brickaFIT to conduct business in certain jurisdictions, brickaFIT must disclose certain personally identifiable and confidential information to regulatory authorities in such jurisdictions. Such information may include, but is not limited to, income information and personally identifiable

information.

- **Business Transfers; Bankruptcy.** brickaFIT reserves the right to transfer all Personal Information in its possession to a successor organization in the event of a merger, acquisition, or bankruptcy or other sale of all or a portion of brickaFIT's assets. Other than to the extent ordered by a bankruptcy or other court, the use and disclosure of all transferred Personal Information will be subject to this Privacy Policy, or to a new privacy policy if you are given notice of that new privacy policy and an opportunity to affirmatively opt-out of it. Personal Information submitted or collected after a transfer, however, may be subject to a new privacy policy adopted by brickaFIT's successor organization.
- **Unpaid Accounts.** If you fail to pay any balance owed to brickaFIT, we may, as permitted by law, report your Personal Information, including without limitation your unpaid balance, to consumer credit reporting services, collection agencies and others.
- **Lead Assignment and Find a Trainer.** brickaFIT occasionally will assign prospective sales and prospective Trainer leads to brickaFIT Trainers. In these cases, we will provide the prospective Client or Trainer with the appropriate Trainer's name and contact information and/or provide a Trainer with the prospective Client's or Trainer's name and contact information. In addition, brickaFIT has a Find a Trainer feature on its website. Pursuant to this feature, a prospective Client or prospective Trainer can locate a brickaFIT Trainer. In order to make the Find a Trainer feature and the lead assignments effective, the company will provide the prospective Client or prospective Trainer with a selection of Trainers to choose from. Information regarding such Trainers will be provided to the prospective Client or Trainer including the Trainer's name and contact information.
- **Downline Activity/Genealogy Reports.** As a network marketing company, brickaFIT provides certain information to Trainers regarding other Trainers and Clients enrolled in a Trainer's downline marketing organization (sales team). To help Trainers in brickaFIT's network marketing program manage their independent businesses, we provide our Trainers with some of the Personal Information of the other Trainers whom they have personally sponsored/enrolled as well as other Trainers who are on their marketing teams. If you enroll as a brickaFIT Trainer or register as a brickaFIT Client, your name, address, telephone number, and email address, as well as data relating to your sales, purchases, and recruitment activity will be disclosed to the brickaFIT Trainer who sponsored you and to other brickaFIT Trainers who are upline to you and your sponsoring Trainer. No other Personal Information will be shared with brickaFIT Trainers. Such information is shared via the Trainer Back-Office. Information relating to downline Trainers is made available to brickaFIT Trainers subject to a confidentiality and non-solicitation covenant in the agreement that each Trainer enters into with brickaFIT. However brickaFIT does not warrant that other Trainers will adhere to the confidentiality and non-solicitation covenants, and brickaFIT shall not be responsible for Trainers' violation of these covenants. By enrolling as a brickaFIT Trainer or registering as a brickaFIT Client, you consent to the disclosure of your Personal Information as described in this paragraph.
- **Surveys.** It may become necessary to conduct surveys of our Clients or Trainers. Should we deem it necessary to conduct a survey, we may outsource the survey to a third party. We will provide the third party survey company with your personal

information as is necessary for the third party survey company to conduct the survey and to those third parties whom we engage to review and analyze the results of the survey. We will not provide your social security number, credit card or banking information to the survey provider.

Communications From Us

- **Special Offers and Updates.** By enrolling as a Trainer, registering as a Client, or making a purchase or other inquiry through the Website, you consent to receive periodic email and other communications from us and from other brickaFIT Trainers. For example, brickaFIT sends all new Trainers and Registered Clients a welcoming email to verify password, username, and acceptance of the Trainer Agreement or Client Agreement. All Trainers and Registered Clients will occasionally receive information on products, services, special deals, and a newsletter. Clients who have not registered with brickaFIT and who grant permission will also receive occasional information on products, services, special deals, and the like.
- **Service Announcements.** On rare occasions it is necessary to send out a strictly service related announcement. For instance, if our service is temporarily suspended for maintenance we might send Trainers and/or Clients an email. Generally, Trainers may not opt-out of these communications, though they can deactivate their account. However, these communications are not promotional in nature.
- **Trainer and Client Service.** brickaFIT communicates with Trainers and Registered Clients via email, regular mail and telephone on a regular basis to provide requested services and in regards to issues relating to their brickaFIT business. brickaFIT communicates with other Clients with respect to products or services purchased by such Clients from brickaFIT. Such communications may be by email, regular mail or telephone.

Miscellaneous

- **Dispute Resolution.** This privacy policy is governed by the laws of the State of Florida. The offer extended by this Agreement, and any acceptance of its terms, shall occur in Pinellas County, State of Florida. Any dispute arising from or relating to this privacy policy shall be brought in the courts of the State of Florida residing in Pinellas County. Each party to a dispute arising from or relating to this privacy policy shall bear his/her/its own attorney's fees, costs, and expenses. **If a visitor to this site wishes to bring an action for the breach of this privacy policy, he/she shall do so on an individual basis. Visitors waive all rights to bring an action on a class or consolidated basis.** If a visitor to this site is also a brickaFIT Trainer and combines claims under this privacy policy with claims that are subject to brickaFIT's Policies and Procedures that are applicable to Trainers, the dispute resolution provisions of the brickaFIT Policies and Procedures shall govern.
- **Links.** brickaFIT's websites may contain links to other sites. Please be aware that brickaFIT is not responsible for the privacy practices of such other sites. We encourage users to be aware when they leave our site and to read the privacy statements of each and every website that collects Personal Information. This privacy statement applies solely to information collected by brickaFIT websites.
- **Security.** brickaFIT has implemented and maintains reasonable security procedures and practices to protect against the unauthorized access, use, modification, destruction or disclosure of your Personal Information.

- **Lost or Stolen Information.** You must promptly notify us if your credit, banking, other financial information, user name or password is lost, stolen or used without permission. In such an event, we will remove that credit card number, bank account information, other financial institution information, user name or password from your account.
- **Promotional Activities.** From time to time, brickaFIT may conduct contests, giveaways and other promotions (collectively, “Promotional Activities”). Any information submitted in connection with Promotional Activities will be treated in accordance with this Privacy Policy. From time to time, brickaFIT may also ask you to participate in surveys designed to help brickaFIT improve the Websites, its products, services, or the brickaFIT network marketing program. Any Personal Information provided to brickaFIT in connection with any survey will be used only in relation to that survey, and will be disclosed to third parties not bound by this Privacy Policy only in aggregated form.
- **Changes to this Privacy Policy.** brickaFIT reserves the right to amend or change this Privacy Policy at any time at its sole discretion. It is your responsibility to periodically access this Privacy Policy by clicking on the [Privacy Policy](#) link at our home page. You can determine the date this Privacy Policy was last updated by referring to the effective date found at the end of the policy. When material changes or amendments are made to the Privacy Policy, we will announce the same at our home page for a period of 15 days following implementation of the amended Privacy Policy.
- **Making Changes to Your Personal Information.** Trainers may contact us at compliance@brickafit.com to update their profiles. In order to update their personal information, Clients may do so through the scheduling software at their Trainer’s brickaFIT web pages.
- **California Online Privacy Protection Act Compliance.** Because we value your privacy we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent.
- **Online Privacy Policy Only.** This Privacy Policy applies only to information collected through the Website. It does not apply to information collected offline.
- **Questions.** Questions regarding this Privacy Policy should be directed to terms@brickafit.com.
- **Effective Date.** The effective date of this Privacy Policy is November 1, 2017.