



STATUS + REVISIONS

STATUS REPORT

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PRIVACY POLICY

1. ABOUT US

- 1.1 We are Fortress Global, Inc. a technology and security company that is registered in state of Delaware (“**Fortress**”, “**We**” or “**Us**”). Our registered address is: 1201 Orange Street, Suite 600, Wilmington, Delaware 19801.
- 1.2 We provide You the end user (“**You**”, “**Your**” or “**You’ll**”) the Fortress website and related websites (“**Sites**”) which are accessible at Yourfortress.com and the Fortress mobile applications (“**App**”) for Your mobile phone or other connected device (“**Device**”) on the following terms and conditions (“**Terms**”). In order to access our various services (each a “**Service**” collectively “**Services**”), You must download the App, join and select a membership tier (“**Tier**”).
- 1.3 When You call us, You'll talk to people with the patience and experience to genuinely help. We take the privacy rights of users of our Sites, Apps and Services very seriously. We are committed to safeguarding the privacy of our users while providing a personalised and valuable service. This privacy policy explains how certain information about You may be processed

2. WE TAKE YOUR TRUST SECURITY AND PRIVACY SERIOUSLY

- 2.1. At Fortress, your trust, security and privacy means everything to us. That’s why we respect your privacy and protect it with strong encryption, plus strict policies that govern how all data is handled.
- 2.2. Security and privacy are fundamental to the design of all our Sites, Services and App and we will continue to make improvements to benefit You.
- 2.3. We do not use your data for the provision of advertising and/or marketing purposes.
- 2.4. Securing Your data is one of our top priorities. Fortress uses commercially reasonable physical, managerial, and technical safeguards. For example, we use a combination of firewalls, encryption, authentication, physical security, and other safeguards to protect Your account and Your data. A lot of companies say they care about Your privacy — We say it and mean it!
- 2.5. We perform third-party penetration tests to harden our systems from attack. Because no method of transmission over the Internet or method of electronic storage is 100% secure, we cannot ensure or warrant the security of any information that Fortress receives on Your behalf to operate the Services, or information that You transmit to Fortress. All such receipt or transmission of Your information is at Your own risk. We cannot guarantee that such information will not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.



- 2.6. The security of Your personally identifiable information ("**Personal Information**" or "**PII**") is important to us. We encrypt Personal Information using secure socket layer technology (SSL).
- 2.7. If Fortress learns of a security breach, we may attempt to notify You electronically so that You can take appropriate protective steps. Fortress may also post a notice on the Sites or App if a security breach occurs. Depending on where You live, You may have a legal right to receive notice of a security breach in writing.

3. YOUR EMAIL AND PASSWORD

- 3.1. You are responsible for maintaining the secrecy of Your password at all times. We recommend a strong password that You do not use with other services.
- 3.2. If You believe Your password has been compromised, please change Your password immediately via the Fortress Website, or contact us at help@yourfortress.com for assistance.
- 3.3. You are responsible for ensuring that the email address associated with Your account is accurate. We use that email to contact You about service updates, changes to our policies, and account activities such as requests for Your information or locate attempts on Your device. Fortress is not responsible for personal data transmitted to a third party as a result of a user's providing an incorrect email address.

4. ACCEPTANCE OF TERMS

- 4.1. Please also see our Terms of Site Use, Terms of Services and Terms of Insurance (together, "**Terms**") as well as our Cookies Policy, Security Policy and Copyright Policy (together, "**Policies**") which each contain important information about the basis on which we make our Sites, Apps and Services available to You.
- 4.2. By accessing or using our Site, App and Services, You agree to follow and be bound by these Terms and Policies and this Privacy Policy, which is incorporated into those Terms and Policies.
- 4.3. All of the Terms and Policies are accessible at www.yourfortress.com/usa/legal
- 4.4. Fortress reserves the right, at its sole discretion, to update the Terms and Policies at any time. You can review the most current version of the Terms and Policies at the www.yourfortress.com/usa/legal. Your use of the App and the Services thereafter constitutes Your agreement to and acceptance of the applicable Terms and Policies and their revisions or updates. You should periodically read the Terms and Policies to learn of any revisions or updates.
- 4.5. If You have any questions, please contact us at help@yourfortress.com.
- 4.6. You warrant and represent that You are: (1) a U.S. resident; (2) of legal age to enter into a binding contract in the state in which You reside or alternatively have consent of your parents or legal guardian; and (3) not a person barred from using the Site, App or Services under the laws of the United States or any other applicable

jurisdiction. If we have reason to suspect that You are not in compliance with any of the foregoing, we may suspend or terminate Your account and deny You access to the Site, App and Services.

5. FORTRESS WEBSITE AND RELATED WEBSITES

- 5.1. The purpose of the Fortress Website and Related Websites section of the Privacy Policy is to inform You of the privacy practices of Fortress relating to all data collection by Fortress through Your use of the Sites that may contain a link to this Privacy Policy.
- 5.2. The types of information we collect from You when You access our Sites are listed below. Fortress may share both Your Information with its affiliates, subsidiaries, partners and other third parties, such as third parties who help operate the Sites and its related databases. Fortress requires such organizations to comply with the requirements set out in this Privacy Policy. We collect information directly from You, through use of our Sites.
- 5.3. Certain areas of the Sites (filing claims, registering products, etc.) will require You to provide Personal Information to Fortress. That PII may include Your name, phone number, e-mail address, username, password, claim ID, date of log-in, any details provided by You explaining circumstances under which You are requesting assistance or information from Fortress, or similar information.
- 5.4. As part of the claim process, Fortress or its affiliates may require You to provide a copy of Your driver's license, passport, military ID, or other personal identification card. Additionally, in order to process Your claim and complete Your transaction, Fortress or its affiliates may request Your shipping and billing information, credit card information or other preferred payment means.
- 5.5. While it is Your choice whether to provide the requested information or not, we cannot provide certain Services You request if You do not provide the requested non-optional Personal information. By submitting this Personal Information to Fortress, You agree that Fortress may use the information in accordance with this Privacy Policy, for example to register and facilitate Your membership, process Your requests, adapt and improve Services to better suit Your needs, provide benefits entitled to You, and to meet regulatory or contractual requirements relating to the services provided to You. If You do submit such PII to Fortress, Fortress may share that information with third parties, in addition to using that information for the purposes for which it was submitted by You.
- 5.6. Fortress may also use this Personal Information in other ways, such as to provide You with information about Services and offers that may be of interest to You, to seek follow-up from You about Your experiences with Fortress or as otherwise disclosed to You at the point of collection. Where required, Fortress will seek Your express consent to send such messages, including when sent by e-mail or other type of commercial electronic message. You may withdraw Your consent by using the "unsubscribe" link located at the bottom of such messages You receive from Fortress, or by contacting Fortress at help@yourfortress.com.
- 5.7. Fortress may share Your PII with its affiliates, subsidiaries and partners and with other third parties for similar purposes. Additionally, to the extent required by applicable federal or state law, Fortress will provide Your Personal Information to



others without seeking Your consent. By submitting PII to Fortress, You give Fortress permission to receive it, review it, edit it, store it and use it for the purposes described in this Privacy Policy.

5.8. Fortress also gathers certain information about the use of the Sites, including the number of unique visitors, the frequency of visits, how users interact with the Sites, user experience preferences, IP address, and other information that may help Fortress improve the customer experience, mitigate fraudulent activity, and comply with legal requirements. Such information may include, but is not limited to the following:

5.8.1. *Log Information:* When You visit the Sites we automatically collect and store certain information in our server logs. This type of information includes details of how You interacted with our Sites, Services, or App. It may include information such as: IP address, Unique Device Identifier, or CallerID / ANI (Automatic Number Identification) information, content of web pages, transaction with APIs (Application Program Interface), transactions with IVR (Interactive Voice Response) systems, activity and content of visitor interaction with call center representatives; application usage activity, hardware information, hardware and system settings, browser type, browser language, the date and time of Your request, referral URL, etc.

5.8.2. *Cookies:* A cookie is a small, data file that is managed by Your web browser or other application and stored on Your local system. Fortress uses session and persistent cookies to, among other things, identify Your computer during a particular interaction and analyze Your behavior during a particular visit. Most web browsers provide You with the ability to accept or decline cookies, as well as to be warned each time a cookie is being sent, alternatively You can visit <http://www.aboutads.info/choices> to opt out directly. We currently do not support Do Not Track browser settings, but are committed to supporting it in the future once there is a consistent industry standard for compliance. If You choose to decline cookies, You may not be able to fully use the Sites, Services, or App.

5.8.3. *Pixel Tags:* Pixel tags, also known as web beacons, help Fortress better manage user experience and content tracking. Pixel tags are tiny graphics with a unique identifier, which provide a similar function to cookies and are used to track user interaction with content provided by Fortress or an affiliate organization. In contrast to cookies, which are stored on a user's computer hard drive, pixel tags are embedded invisibly within content. The small size and transparency of pixel tags are not intended to deceive content recipients, but minimize distraction.

5.8.4. *Third Party Data Sources:* Fortress may leverage external data sources in order to provide context and background on the users of its Sites, Services, or App in order to improve customer experience, mitigate fraud or malicious activity, or comply with internal company and external regulatory requirements.

5.9. Fortress will retain Your Personal Information for as long as necessary to fulfill the purpose(s) for which it was collected and to comply with applicable laws, and Your consent to such purpose(s) remains valid with respect to claims data and to file



claims related to insurance coverage after termination of Fortress' relationship with You. When Personal Information is no longer needed or legally required, it will be permanently deleted or de-identified so that it can no longer be associated with a specific individual.

5.10. In addition to any of the previous uses of Personal Information, Fortress may use Your information collected on the Sites for such purposes as (without limitation):

- 1) helping to establish and verify Your identity;
- 2) activating and maintaining Your account;
- 3) billing and resolving billing disputes;
- 4) contacting You to provide updates, notices and information on Services, from Fortress;
- 5) providing You with Services or carrying out the transaction(s) You have requested or authorized;
- 6) responding to Your questions, inquiries, comments and instructions;
- 7) improving the Sites by solving technical problems, calculating overall usage statistics,, product development and content improvement;
- 8) to process and assess the accuracy and validity of an insurance claim.
- 9) taking good faith steps to enforce terms and conditions; and
- 10) maintaining the security and integrity of the Sites and Fortress systems.

5.11. Primarily, we may share or disclose Your Personal Information in the following instances:

5.11.1. To aide in the functionality of Services, for example, if You e-mail us a question, we may use Your e-mail address to process Your request and respond to Your question.

5.11.2. To unaffiliated third-party service providers, agents, or independent contractors who help us maintain the Services and provide us with other administrative services (including, but not limited to, claims handling, order processing and fulfillment, providing customer service, maintaining and analyzing data and sending customer communications on our behalf). Fortress requires these service-related companies to contractually comply with the principles set out in the Privacy Policy, and require them to use such information only for the purposes for which it was provided to them.

5.11.3. If You choose to make a purchase, we may ask You for Your credit card number, billing address, and other information in connection with completing such purchase, and we may use such information to fulfill Your purchase. We may also provide such information, or other PII provided by You, to unaffiliated third-parties to complete Your purchase (for example, to process Your credit card). These third-parties are contractually bound to use the information provided only for the purposes specified by Fortress.

5.11.4. To comply with law, or in the good faith belief that such action is necessary to conform to the requirements of law, or comply with legal process served on us, and to protect and defend our rights or property, including our rights and property and our services, or act in urgent circumstances to protect the personal safety of You and our other visitors.



- 5.11.5. To third parties as part of a corporate reorganization process including, but not limited to, mergers, acquisitions, and sales of all or substantially all of our assets.
- 5.11.6. To track and analyze non-identifying, aggregate usage and volume statistical information from our visitors and customers and provide such information to third parties.
- 5.11.7. To protect against fraud and potential fraud. We may verify the information You provide to obtain our Products and Services through third parties who are contractually prohibited from using any information we provide to them for any purpose not specified by Fortress. In the course of such verification, we may receive additional PII about You from such services. In particular, if You use a credit card or debit card to purchase services with us, we may use card authorization and fraud screening services to verify that Your card information and address match the information You supplied to us, and that the card has not been reported as lost or stolen.
- 5.11.8. To notify You of any known breach of Personal Information.
- 5.12. We may disclose information about You and Your use of the services if we believe that such disclosure is reasonably necessary to:
 - 5.12.1. Comply with the law and/or legal process where a formal request has been made (e.g. request from an administrative oversight agency, civil suit, subpoena, court order or judicial or administrative proceeding);
 - 5.12.2. Protect or defend our rights and/or property or the rights and property of others;
 - 5.12.3. Enforce our Terms of Service and/or this Privacy Policy; and
 - 5.12.4. Respond to claims that the content(s) of a communication violates the rights of another.
 - 5.12.5. Also, circumstances may arise where, for business reasons, we may decide to reorganize, or divest all or part of our business through sale, assignment, merger or acquisition, or we may acquire a new business. In these circumstances, PII may be shared with the actual or prospective purchasers or assignees, or with the newly acquired business. In such an event, we shall provide notice of any material change to this Privacy Policy, or our Products and Services, in the manner described in this Privacy Policy.
- 5.13. Upon request via postal mail, to the address provided in the Contact Us section of this Privacy Policy, Fortress will provide You a summary of Your Personal Information that is retained by Fortress.
- 5.14. As allowed by law and consistent with our applicable partner agreements, You may modify, correct, change, or request Fortress to delete or update the PII that Fortress has collected through the Sites by contacting Fortress via postal mail as provided in the Contact Us section of this Privacy Policy.



- 5.15. The Sites may contain links to other websites, including websites operated by non-affiliated or independent third parties. Please be aware that those sites may collect Personal Information from or about You and Your visit. These sites have not necessarily been reviewed by Fortress and are maintained by third parties over which Fortress exercises no control. Accordingly, Fortress expressly disclaims any responsibility for the privacy policies, information collection practices, content, accuracy of the information, and/or quality of products or services provided by or advertised on these third-party websites. Moreover, these links do not imply an endorsement with respect to any third party or any website or the products or services provided by any third party. You should review the privacy policies that are posted on any website that You visit, before using the website and providing Personal Information to the website. Fortress is not responsible for the privacy policies or practices of any websites that may be mentioned on, or accessible from, the Sites.
- 5.16. Information submitted via the Internet, including through a web page or e-mail is subject to interception or incorrect routing, and the Internet is not a fully secure communications channel. Please consider this prior to submitting any information to Fortress via the Sites. While Fortress follows generally accepted industry standards to protect the information submitted to us, no method of transmission over the Internet, or method of electronic storage, is 100 percent secure. Therefore, while Fortress strives to use commercially acceptable means to protect Your PII, Fortress cannot guarantee its absolute security. For information specific to credit card processing and data security please review these specific sections under this Privacy Policy.
- 5.17. *FOR NON US RESIDENTS:* We may transfer information that we collect about You, including Your Personal Information, to subsidiary and affiliated entities, or to other third parties across borders and from Your country or jurisdiction to other countries or jurisdictions around the world. If You are visiting from the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that You are transferring information about You, including PII, to a country and jurisdiction that does not have the same data protection laws as the European Union, and You consent to the transfer of information about You, including Your Personal Information, to the U.S.; and the use and disclosure of information about You, including Your Personal Information, as described in this Privacy Policy.

6. FORTRESS MOBILE APPLICATIONS AND SERVICES

- 6.1. The purpose of the Fortress Mobile Application and Services section of the Privacy Policy is to inform You of the privacy practices of Fortress relating to the access, collection, use and disclosure of certain technical information from Your mobile device ("**Technical Data**") along with Your PII through Your downloading, activation and use of the App. This section of the Privacy Policy notifies You of:
- 1) the types of information collected from You when You download and use the App or Services;
 - 2) how Your information is used by Fortress;
 - 3) with whom the information may be shared;
 - 4) what choices are available to You regarding collection, use and distribution of Your information; and;



- 5) the kind of procedures Fortress employs in an effort to hinder the unauthorized access, deletion, alteration, use or disclosure of information You provide to Fortress or by using the App or Services.
- 6.2. In the event we materially change the way in which we use Your Technical Data or Your PII, we will provide You with notice and ask You to affirmatively accept the changes to a new Privacy Policy. If You do not agree to the terms and conditions of this Privacy Policy, including having Your Technical Data or Your PII used in any of the ways described in this Privacy Policy, please do not download or use the App or Services. If You do not agree to any terms of this Privacy Policy, please do not download or use the App or Services.
- 6.3. This Privacy Policy does not apply to any of our App or Services that do not display or link to this Privacy Policy or that do not display their own individual Privacy Policy or to information we collect from You or about You in other ways beyond Your use of the App or Services. By using our App or Services, You acknowledge that You have read this Privacy Policy and consent to Fortress' privacy practices as described in the Privacy Policy, including our use and disclosure of Your Technical Data and PII for the purposes described below. You further affirm Your consent to this Privacy Policy when You download and use our App or Services. This Privacy Policy is not intended to and does not create any contractual or other legal right in or on behalf of any person. This Privacy Policy is incorporated as part of the Terms and Policies that apply with respect to Your use of the App and Services.
- 6.4. By downloading the App, using our Services, allowing us to access to Your Technical Data through Your mobile device or providing us with Your PII, You agree that we can communicate with You electronically regarding legal, technical, regulatory, security, privacy and any administrative or consumer notification obligations relating to Your use of the App and Services.
- 6.5. When You choose to download and use the App and the Services, Fortress may access, collect, use or disclose the following types of information from You:
- 6.5.1. *Personal Information:* (PII) includes without limitation as follows: Your full name, ZIP Code, email address and cell phone number and generally information that may identify You as an individual.
- 6.5.2. *Technical Data:* Fortress automatically collects Technical Data about Your Device on a daily basis. Depending on which operating system Your mobile device utilizes some Technical Data may be gathered more or less frequently or not at all. The Technical Data may include:
- 1) Electronic Serial Number ("ESN"), Mobile Equipment Identifier ("MEID") or International Mobile Equipment Identity ("IMEI") data;
 - 2) telephony data, i.e. Your network type, network operator name, subscriber identity module ("SIM") operator name, SIM country; Your mobile device number, device serial number and media access control ("MAC") address; carrier name;
 - 3) operating system version; device model; performance and data usage, i.e. data storage amount, Central Processing Unit ("CPU") and memory consumption; other usage logs; battery status and battery usage patterns and power consumptions;

- 4) lists of other installed applications;
- 5) listing of types (i.e. Gmail, Yahoo, etc.) of other e-mail accounts configured to Your device;
- 6) device information related to Your choice of settings for Your device such as Wi-Fi, Global Positioning System ("GPS") settings, bluetooth setting; mobile device settings; screen brightness and roaming data; the names of email accounts configured to Your device;
- 7) and other technical information Fortress may need to perform the Services. Technical Data may also include Your aggregated anonymous non-public Personal Information.

6.5.3. The Services may also allow You to store or back up user generated or collected data such as contacts, photos and videos to Fortress storage systems.

6.6. By downloading the App and using the Services You accept the terms and conditions as outlined in this Privacy Policy. You authorize Fortress to access, collect, use and disclose Technical Data and PII from You, Your carrier and other third party service providers and You authorize those parties to release such Technical Data and PII to Fortress notwithstanding such third parties' individual privacy policies.

6.7. Fortress may also use Your PII in other ways, such as to provide You with information about the App, the Services and to seek follow-up from You about Your experiences with Fortress or as otherwise disclosed to You during the process of downloading the App. Where appropriate, Fortress will seek Your express consent to send such messages, including when sent by email or other type of commercial electronic message. You may withdraw Your consent by using the "unsubscribe" link located at the bottom of such messages You receive from Fortress, or by contacting Fortress at the following email address: help@yourfortress.com

6.8. Fortress may share Your PII and Technical Data with its affiliates, subsidiaries and partners and with other third parties for similar purposes as more fully described in this Privacy Policy. Additionally, to the extent required by applicable federal or state law, Fortress may provide Your Technical Data and/or PII to others.

6.9. Fortress will retain Your PII and/or Your Technical Data for as long as necessary to fulfill the purpose(s) for which it was collected and to comply with applicable laws, and You consent to such purposes(s) and Your consent remains valid after termination of Fortress relationship with You. When PII and/or Your Technical Data are no longer needed, it will be permanently deleted or de-identified so that it can no longer be associated with a specific individual.

6.10. Fortress may use Your PII and the Technical Data collected through Your use of the App or Services for such purposes as (without limitation):

- 1) to fulfil a Service to You;
- 2) to complete Your purchase;
- 3) helping to establish and verify Your identity;
- 4) activating and maintaining Your account;
- 5) billing and resolving billing disputes;
- 6) maintaining and providing data back-up services to You, if applicable;

- 7) monitoring and maintaining the performance and functionality of the device consistent with Your choices where applicable through the device settings;
- 8) providing You with location-based services, including the locations of Your current and/or previous devices;
- 9) providing You with expert technical support and consulting services and click to chat functionality with Fortress representatives to resolve device issues and answer questions about device usage;
- 10) auditing, research and analysis in order to provide, maintain, protect and improve our Services;
- 11) contacting You to offer App or Services updates and notices and other information about the App and Services available from Fortress;
- 12) providing You with products or services or carrying out the transaction(s) You have requested or authorized;
- 13) responding to Your questions, inquiries, comments and instructions;
- 14) improving the App by solving technical problems, calculating overall usage statistics, product development and content improvement;
- 15) taking good faith steps to enforce the applicable Terms of Service;
- 16) to comply with law, or in the good faith belief that such action is necessary to conform to the requirements of law, or comply with legal process served on us, and to protect and defend our rights or property, including our rights and property and our services, or act in urgent circumstances to protect Your personal safety;
- 17) to track and analyze non-identifying, aggregate usage and volume statistical information from our customers and provide such information to third parties that provide services to Fortress;
- 18) to protect against fraud and potential fraud;
- 19) to process and assess the accuracy and validity of an insurance claim.
- 20) notify You of any known breach of Your PII or technical data; and
- 21) maintaining the security and integrity of the App, Services and Fortress' systems.

6.11. Except as explained and set forth in this Privacy Policy, Fortress will not use or disclose Your PII or Technical Data to non-affiliated third parties for any other purpose.

6.12. Fortress may transfer or license Your PII to trusted non-affiliated service companies to assist Fortress in providing, maintaining and operating its technical support services, data back-up service and location based services or for other reasons necessary to provide, maintain and/or continue the operation of its own business. Fortress requires these service-related companies to comply with the principles set out in this Privacy Policy, and requires them to use such information only for the purposes for which it was provided to them;

6.13. You understand and agree that Fortress reserves the right to disclose and/or transfer PII or Technical Data to a third party in the event of a proposed or actual purchase, sale (including a liquidation, realization, foreclosure or repossession), lease, merger, amalgamation or any other type of acquisition, disposal, transfer, conveyance or financing of all or any portion of its business or of any of assets or shares of business or a division thereof in order for You to continue to receive the same or similar products and services from the third party. In such an event, we shall provide notice of any material change to this Privacy Policy, or our Services, in the manner described in this Privacy Policy;

- 6.14. Fortress may disclose Your PII or Technical Data to comply with the law and/or legal process where a formal request has been made (e.g. request from an administrative oversight agency, civil suit, subpoena, court order or judicial or administrative proceeding); Protect or defend our rights and/or property or the rights and property of others; Enforce our Terms of Use and/or this Privacy Policy; Respond to claims that the content(s) of a communication violates the rights of another. In these circumstances, PII or Technical Data may be shared with the actual or prospective purchasers or assignees, or with the newly acquired business.
- 6.15. Fortress takes various steps to reasonably ensure the accuracy and completeness of PII. However, Fortress also relies on You to provide accurate and complete information when interacting with Fortress for any purpose.
- 6.16. Upon request via postal mail Fortress will provide You a summary of Your PII and the Technical Data retained by Fortress. As allowed by law and consistent with our applicable partner agreements, You may modify, correct, change, or request Fortress to delete or update any PII that Fortress has collected through the App by contacting Fortress via postal mail as provided in the Contact Us section of this Privacy Policy. You may also request specific information regarding the types of Technical Data collected and retained by Fortress as described in this Privacy Policy.
- 6.17. Fortress has implemented measures to help protect against the unauthorized access, loss, misuse and alteration of the Technical Data and Your PII.
 - 6.17.1. Fortress utilizes security measures and encryption technology to help protect the integrity of the Technical Data and Your PII. After the App is installed, the Technical Data and Your PII generally is encrypted before being transmitted over the Internet to Fortress. The Technical Data and Your PII will be encrypted by Your phone before it is transferred to Fortress storage systems. Notwithstanding the foregoing, technology limitations may prevent encryption in some instances. Once Fortress receives the Technical Data and Your PII, it is authenticated and protected by a firewall and/or encryption.
 - 6.17.2. Fortress uses commercially reasonable physical, managerial, and technical safeguards designed to protect against loss, theft, misuse, disclosure, alteration and destruction of or unauthorized access to Your PII. Fortress cannot, however, ensure or warrant the security of any information that Fortress receives on Your behalf to operate the Services or that You transmit to Fortress, including Your PII and You do so at Your own risk. Fortress also cannot guarantee that such information will not be accessed, disclosed, altered, or destroyed by breach of any of Fortress's physical, technical, or managerial safeguards.
 - 6.17.3. While Fortress uses commercially reasonable data encryption, Fortress cannot ensure or warrant the security of any of Your Technical Data or Your PII while in transit from Your mobile device to our servers.
 - 6.17.4. Fortress will notify You of any confirmed security breach of Your Technical Data or PII to the extent required by and in accordance with applicable state and federal law. Fortress may attempt to notify You so that You can take appropriate protective steps or Fortress may post notification on www.yourfortress.com if a security breach has been confirmed by Fortress. Depending on where You live, You may have a legal right to

receive notice of a security breach in writing in which case Fortress will notify You in writing of such security breach.

- 6.17.5. Your mobile device may contain other third party software or third party applications which collect and transmit PII or other Technical Data. Fortress is not responsible for any PII or other information which may be stored or transmitted by any such third party software. In addition, Fortress is not responsible for any PII or other information that You display publicly or that becomes publicly known as a result of Your actions.
- 6.18. The App may contain embedded links to other third party websites or to applications operated by non-affiliated or independent third parties. Please be aware that those applications and websites may collect PII or Technical Data from You about Your visit. These website and applications have not necessarily been reviewed by Fortress and are maintained by third parties over which Fortress exercises no control. Accordingly, Fortress expressly disclaims any responsibility for the privacy policies, information collection practices, content, accuracy of the information, and/or quality of products or services provided by or advertised on these third-party applications and websites. Moreover, these links do not imply an endorsement with respect to any third party, websites or the applications or services provided by any third party. You should review the privacy policies for any websites or applications that You use, before using the application or website and providing Your PII or allowing access to Your Technical Data. Fortress is not responsible for the privacy policies or practices of any third party applications or websites that may be mentioned on, or accessible from, the App or through the Services.
- 6.19. The App and Services provided by Fortress are not directed to persons under 13.
 - 6.19.1. Fortress does not knowingly collect PII from children under 13. If You become aware that Your child is accessing the App or Services and providing PII without Your consent, please contact us by using the information provided in the Contact Us section of this Privacy Policy.
 - 6.19.2. Fortress will take steps to remove PII from Fortress Storage Systems and terminate the account should Fortress determine that a child under 13 has accessed the Services.
- 6.20. *FOR NON US RESIDENTS:* We may transfer information that we collect about You, including Your Technical Data and Your PII, to subsidiary and affiliated entities, or to other third parties across borders and from Your country or jurisdiction to other countries or jurisdictions around the world. If You are visiting from the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that You are transferring information about You, including Your Technical data and Your PII, to a country and jurisdiction that does not have the same data protection laws as the European Union, and You consent to: the transfer of information about You, including Your Technical Data and Your PII, to the U.S.; and the use and disclosure of information about You, including Your Technical Data and Your PII, as described in this Privacy Policy.

7. CREDIT CARD PROCESSING AND DATA SECURITY

- 7.1. Fortress does not receive funds directly from You when You utilize the Sites, Services and App. Fortress utilizes a third party billing and payment processing gateway who provides the infrastructure and security necessary to provide secure transmission of Your credit card transaction data.
- 7.2. Fortress can only accept credit cards for processing through our secured payment processing gateway. Although we do not control the security environment for them and cannot make any guarantees regarding the secure processing of Your credit card transaction data, we want to inform You that our credit card processor is compliant with the Payment Card Industry Data Security Standard ("PCI DSS") as a Level 1 service provider.
- 7.3. We demand that our credit card processors are compliant with PCI DSS. PCI DSS is the bankcard industry's stringent security standard. Examples of our credit card processor's security measures include: physical, electronic, and procedural safeguards; sophisticated security monitoring tools; documented security policies; use of strong encryption for transmissions of order information to and from our customers; restricting access to Personal Information; and periodic security audits by third party security experts.

8. SOCIAL MEDIA

- 8.1. Any information, communications, or material of any type or nature that You submit to a social media platform or website such as Facebook, Instagram or Twitter through Your use of the Sites, App or the Services by email, posting, messaging, uploading, downloading, or otherwise (collectively, a "**Submission**"), is done at Your own risk and without any expectation of privacy.
 - 8.1.1. Fortress cannot control the actions of other users of any social media platform or website and Fortress is therefore not responsible for any content or Submissions contained on such sites and platforms.
 - 8.1.2. By utilizing any functionality contained as part of Sites, Services or the App that permits Submissions to social media platform or website, You are representing and warranting to Fortress that You have reviewed the applicable Privacy Policy and terms of use of such social media platform or website and that You will abide by all such provisions contained therein.
 - 8.1.3. In the event that Fortress offers functionality through the Sites, App or Services that permits the posting of Your information on message boards or any other interactive or social-type feature, please be aware that these areas may allow You to publicly post, and share with other users, certain messages, content, or other information (e.g., stories, pictures, ingredients, tips, etc.). Fortress encourages You to be wary of giving out any PII that may appear in such public forums. The information You post can be collected and used by people You don't know. Fortress cannot guarantee the privacy and safety of these areas and is therefore not responsible for any information You choose to post. Your use of these features is fully at Your own risk.

9. CALIFORNIA PRIVACY RIGHTS

- 9.1. This notification is required under California law. Under California law, California residents may opt--out of Fortress disclosing Personal Information about them to third parties for their marketing purposes. If You are a California resident and do not want Fortress to disclose Your information to other companies for their marketing purposes, please contact Fortress by any of the ways described in the Contact Us section of this Privacy Policy.
- 9.2. Pursuant to Section 1798.83 of the California Civil Code, residents of California have the right to request from a business, with whom the California resident has an established business relationship, certain information with respect to the types of PII the business shares with third parties for direct marketing purposes by such third party and the identities of the third parties with whom the business has shared such information during the immediately preceding calendar year. To request a copy of such information, please contact Fortress by any of the ways described in the Contact Us section of the Privacy Policy, and Fortress will respond within 30 days as required by law.
- 9.3. California law also requires Fortress to disclose how it responds to Your web browser "do not track" signals or other mechanisms that provide You the ability to exercise choice regarding the collection of Personal Information about Your online activities over time and across third-party websites or online services as described in the Other Types of Information We Collect section of this Privacy Policy. Fortress is also required to disclose whether other parties may collect Personal Information about Your online activities over time and across different websites when You use the Sites.

10. CONTACT US

If You have any questions or comments about this Privacy Policy, please contact us via email at help@yourfortress.com or alternatively via postal mail at:

The Privacy Officer
Fortress Global, Inc.,
520 Broadway,
Suite 200,
Santa Monica
California 90401