

## **HANG W/™ PRIVACY POLICY**

EFFECTIVE DATE: [insert date]

### **1. INTRODUCTION**

1.1. PURPOSE OF THIS POLICY. MEDL Mobile, Inc. ("us," "we," "our" or "Company") is committed to respecting the privacy rights of its customers, visitors, and other users of the Hang W/™ website, mobile application, features, products, and services (the "Site"). We created this Privacy Policy (this "Policy") to give you confidence as you visit and use the Site, since we know that you care how information about you is used and shared.

1.2. SCOPE OF THIS POLICY. This Policy is only applicable to the Site, not to information collected offline, and not to any other websites that you may be able to access from the Site, each of which may have data collection and use practices and policies that differ materially from this Policy.

#### **1.3. NOTICE CONCERNING CHILDREN.**

PLEASE NOTE: The Site is a general audience website, and we do not direct any of our content specifically at children under 13 years of age. We understand and are committed to respecting the sensitive nature of children's privacy online. If we learn or have reason to suspect that we have collected any personal information from a Site user who is under age 13, we will promptly delete that information from our database.

Only Site users 18 years of age or older may register a user account or place an order for a product via the Site. If you are under age 18, you may only use the Site with the involvement of a parent or legal guardian.

1.4. CONSENT. By using the Site, you consent to this Policy. If you are under age 18, your parent or legal guardian, having legal authority to consent, has consented to your use of the Site and has read and fully accepted this Policy on your behalf.

### **2. INFORMATION COLLECTION PRACTICES**

#### **2.1. WHAT BASIC INFORMATION DOES COMPANY COLLECT?**

(a) PERSONAL INFORMATION DEFINED. In operating the Site, we may include registration, online surveys, promotion entries and other online forms that ask users to provide certain information that personally identifies them ("Personal Information"). Personal Information includes the following categories of information: (1) "Contact Information" (such as names, e-mail addresses, mailing addresses, shipping addresses and phone numbers); (2) "Account Information" (such as usernames, passwords, password reminder questions and answers, and purchase history); (3) "Demographic Information" (such as zip codes, genders, incomes, ages, and dates of birth); and, (4) "Financial Information" (such as account, credit card number, and identity verification information), which is required to purchase products that we offer via the Site.

In addition, if you communicate with us by e-mail, post messages to any of our interactive forums, or otherwise complete online forms, surveys, or promotion entries, any information provided in such communication may be collected as Personal Information.

(b) **OPTIONAL REGISTRATION AND VOLUNTARY USE.** If you wish to browse the Site anonymously, please take note that registration is optional, and use of features or functions of the Site that may require you to enter Personal Information is voluntary.

## 2.2. WHAT ADDITIONAL INFORMATION DOES COMPANY COLLECT?

(a) **AUTOMATIC COLLECTION.** Our servers automatically recognize visitors' domain names, IP addresses (the number assigned to computers and devices on the Internet), and unique identifiers (which can identify the physical location of mobile devices in accordance with applicable law). No Personal Information about you is revealed in this process. The Site may also gather anonymous "traffic data" that does not personally identify you, but that may be helpful for marketing purposes or for improving your experience on the Site.

(b) **COOKIES.** The Site uses the standard "cookies" feature of major browser applications that allows us to recognize your browser and store a small piece of data on your computer or device about your visit to our Site. We do not set any personally identifiable information in cookies.

In general, cookies help us to remember certain information, to learn which areas of the Site are useful and which areas of the Site we can improve, to keep track of promotions and advertising, and to make it easier for you to navigate the Site. A "session cookie" expires when you close your browser. If you check "remember me on this computer" when signing in to the Site, we also set a "persistent cookie" to store your username, password, and preferences, as well as track and target your visits to enhance your experience on the Site.

You can choose whether to accept cookies by changing the settings on your browser and controlling the "remember me on this computer" check box. However, if you choose to disable this function, your experience at the Site may be diminished and some features may not work as they were intended. For instance, without cookies you may not be able to add items to your shopping cart, proceed to checkout, or use any of our Site's functions and services that require you to sign in. However, you can still place orders over the phone by calling us at the contact phone number located [here](#).

(c) **WEB BEACONS.** Our web pages and e-mail messages may contain small graphic images or snippets of code called web beacons, which are commonly used on websites. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a web page or e-mail message can act as a web beacon. We may use web beacons to gather anonymous information about your use of our web pages and e-mail messages, none of which is linked to personally identifiable information. Such information may include, without limitation, the address of the web page you are visiting, the address of the referrer web page you previously visited, the time you are viewing the web page, your browsing environment and your display settings.

## 3. USE AND SHARING OF COLLECTED INFORMATION

### 3.1. WHAT DOES COMPANY DO WITH COLLECTED INFORMATION?

(a) **PERSONAL INFORMATION.** We will not share your Personal Information with any third parties without your consent, except as we disclose to you under this Policy or as necessary to provide you with the products and services offered by us.

We may use your Personal Information (1) to verify your identity; (2) to check your qualifications; (3) to process orders; (4) to bill you for products and services; (5) to follow up with specific transactions initiated on the Site; (6) to contact you when necessary; (7) to conduct internal research and reporting; (8) to monitor and improve the use of the Site; (9) to improve our products and services; (10) to customize and tailor your experience on the Site; (11) to deliver content specific to your interests; (12) to deliver target ads; (13) to conduct sweepstakes, contests and other promotions; (14) to enable you to use certain features and functions on the Site; (15) to respond to your comments, questions, or customer service inquiries; or (16) to thank you for feedback to us.

In addition, we may use your Personal Information in the following ways:

(1) *Significant Announcements.* If you are a registered user of the Site, we may use your registered name and e-mail address information to inform you via e-mail message of any significant changes to the Site or Company, to any user account you may create, or other significant information that may affect your use of the Site. We may also communicate with you about privacy, security or administrative issues relating to your use of the Site. You cannot opt-out of these kinds of e-mail messages.

(2) *Product Information and Sales Promotions.* We may use your e-mail address information that you provide on the Site to contact you about product and service offers from us.

(3) *Mobile Communications.* If you choose to opt-in, we may also use your mobile phone number information that you provide on the Site to send you product information, sales promotions, notifications, or other services from us.

(4) *Special Sales Promotions from Third Parties.* From time to time, we may use your email address information to let you know of special sales promotions from our business partners and other companies.

If you do not wish to receive these kinds of communications from us, you can opt-out by unchecking the appropriate e-mail announcement boxes during registration, by changing your user account, by e-mailing us at [**insert e-mail address**], or by calling us at [**insert phone number**]. In addition, you will have regular opportunities to opt-out of receiving such information from us by following the unsubscribe instructions in e-mail messages or mobile communications we may send to you.

(b) **ANONYMOUS INFORMATION.** We use anonymous information to analyze our Site traffic and usage information, record transactions, and gather demographic information, but we do not examine this information for individually identifying information. In addition, we may use anonymous IP addresses and unique identifiers to help diagnose problems with our server, to administer the Site, or to display content according to your preferences.

(c) **USE OF COOKIES.** We may use cookies (1) to deliver content specific to your interests; (2) to save your password so you don't have to re-enter it each time you visit the Site; (3) to

help us remember and process items in your shopping cart; (4) to measure effectiveness of the Site, products, services and advertising; (5) to keep track of promotions and advertising; (6) to improve navigation and areas of the Site; (7) to promote trust and safety on the Site; or (8) to provide features and services that are available only through the use of cookies. From time to time, some business partners and advertisers may use cookies on the Site. We do not have access to or control over information collected by use of these cookies.

(d) USE OF WEB BEACONS. We may use web beacons (1) to understand traffic patterns and the number of visitors to the Site, our web pages, and advertising; (2) to learn which e-mail messages sent by Company were opened and to note whether a message was acted upon; (3) to understand how you use and interact with the Site and our products and services; (4) to enhance your browsing experience; or (5) to improve our products and services.

### 3.2. WHEN DOES COMPANY SHARE INFORMATION?

(a) DISCLOSURE OF INFORMATION FOR LEGAL REASONS. We may disclose Personal Information and information concerning your use of the Site if required to do so by law or in the good-faith belief that such action is necessary (1) to conform to the edicts of the law or comply with legal process served on Company or its parent company, subsidiaries or affiliates (for example, pursuant to a statutory demand, subpoena, warrant or court order), (2) to protect and defend the rights or property of Company or the users of the Site, (3) to protect against fraudulent, abusive or unlawful use of the Site, (4) to enforce any contract between you and Company, or (5) to act under what Company reasonably believes to be exigent circumstances to protect the safety of the public or users of the Site.

(b) DISCLOSURE OF INFORMATION FOR PURPOSES RELATED TO THE SITE, PRODUCTS, AND SERVICES. We may use an outside shipping company to ship orders, a credit card company or payment processor to process payments for products and services, and other business partners to perform core services (such as hosting, billing, fulfillment, or data storage and security) related to our operation of the Site. Any of these various third parties may be authorized to use your Personal Information in accordance with our contractual arrangements with such third parties and in accordance with their own privacy policies, over which we have no control, and you agree that we are not responsible or liable for any of their actions or omission. We authorize these third parties to only access and use your information to perform their functions.

Company may partner with other third parties to provide specific products and services. When you sign up for such products or services, we will share your Contact Information that is necessary for the third party to provide these products or services. We do not authorize the third party to use personally identifiable information except for the purpose related to these products or services.

We may also contract with third-party service providers to assist us in better understanding our Site visitors. These service providers are not authorized to use the information collected on our behalf except to help us conduct and improve our business. Traffic, usage, transaction and demographic information may also be shared with business partners, advertisers and others on an aggregate and anonymous basis.

(c) SWEEPSTAKES, CONTESTS, AND PROMOTIONS. We may offer sweepstakes, contests, and other promotions (any, a "Promotion") that may require registration. By participating

in a Promotion, you agree to the terms, conditions or official rules that govern that Promotion, which may contain specific requirements of you, including, except where prohibited by law, allowing the sponsor(s) of the Promotion to use your name, voice, likeness or other recognizable aspect of persona in advertising, promotion or marketing associated with the Promotion. If you choose to enter a Promotion, Personal Information may be disclosed to third parties or the public in connection with the administration of such Promotion, including, without limitation, in connection with winner selection, prize fulfillment, and as required by law or permitted by the Promotion's official rules, such as on a winners list.

(d) BUSINESS TRANSFERS. In order to accommodate changes in our business, we may merge with companies, or sell or buy companies or assets of companies, including the information collected through the Site. If Company, a line of business of Company, or substantially all the assets of Company is acquired, customer information may well be one of the assets transferred to the acquirer.

Company reserves the right to disclose and transfer all information collected through the Site: (1) to a subsequent owner, co-owner or operator of the Site or applicable database; or (2) in connection with a corporate merger, consolidation, restructuring, the sale of certain of Company ownership interests, assets, or both, or other company change, including, without limitation, during the course of any due diligence process. In addition, Company may share the information collected through the Site with its parent company, subsidiaries, and affiliates, primarily for business and operational purposes.

(e) LIMITED USE. Company does not intend to sell, share, or rent information obtained on the Site other than as discussed in this Policy.

#### **4. SECURITY**

Our security measures in place to safeguard and secure Personal Information stored on our databases or servers include appropriate technology as well as storage and administration procedures to limit access to Personal Information to only those who need it to perform their duties.

When we ask users to enter sensitive Financial Information (such as credit card numbers), this information is encrypted and is secured during transmission through the Internet using Secure Socket Layer (SSL) technology. Of course, we transmit the entire credit card number to the appropriate credit card company or payment processor during order processing. When we confirm an order, we reveal only the last four digits of credit card numbers.

The Site has security measures in place to prevent the loss, misuse, and alteration of the information that we obtain from you, but due to the open nature of the Internet we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

#### **5. SITE AREAS BEYOND COMPANY'S CONTROL**

##### **5.1. PUBLIC FORUMS.**

The Site may include interactive forums such as message boards. Please remember that any information that is disclosed in these areas becomes public information and you should exercise caution when deciding to disclose your personally identifiable information. *Company is not responsible for the privacy or security of any information personal or otherwise that you may choose to communicate or exchange on the Site. If you communicate or exchange information using the Site's interactive forums, you do so at your own risk.*

Each item of information or any materials you contribute for such purposes is your "Public Content." Public Content must be content and information that you have a right to disclose and transfer and must not violate any other person's privacy, intellectual property or other rights. We reserve the right to delete or remove any Public Content for any reason, at any time, in our own discretion. However, if you deactivate your user account, your user account will be disabled, but your Public Content will remain on the Site. We have no responsibility to delete or remove any of your Public Content that is a result of your public activities.

## 5.2. THIRD PARTY WEBSITES.

The Site may contain links to other websites. If you choose to visit other websites, we are not responsible for the privacy practices or content of those other websites, and it is your responsibility to review the privacy policies at those websites to confirm that you understand and agree with their policies.

## 6. CONTROL OF AND ACCESS TO INFORMATION

6.1. **USERNAMES AND PASSWORDS.** You can select any username you wish, except that your username cannot be an impersonation, the same or confusingly similar to a famous trademark, or be a term that is offensive in any way. You may, but are not obligated to, use your own name. If you do use your own name, you consent to it being passed to others by use of the functions of the Site, and you do so at your own risk. We reserve the right to reject or remove any username that does not meet applicable standards.

You are responsible for all activities or actions on the Site that occur under your username and password. We urge you to keep your username and password in a safe place and not to divulge the information to anyone. Also, remember to sign off your user account and close your browser window when you have finished your visit. This is to ensure that others cannot access your user account, especially if you are sharing a computer with someone else or are using a computer in a public place such as a library or an Internet cafe.

6.2. **LOST OR STOLEN INFORMATION.** If you lose control of your password, you may lose substantial control over your personally identifiable information and may be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised in any way, you should immediately change your password. You should promptly notify us if your credit card is lost, stolen, or used without permission. In such an event, we will remove that credit card number from your user account and update our records accordingly.

6.3. **INFORMATION OF OTHERS.** If you send someone else a communication from the Site, such as e-mailing content to a friend, the information you provide (for example, names and e-mail addresses) is used on a one-time basis to facilitate the communication and is not

used for any other marketing purpose unless we obtain consent from that person. In this situation, we may share your e-mail address to facilitate the communication.

6.4. NO REQUIREMENT TO PROVIDE INFORMATION TO USE THE SITE. As discussed above, you can always choose not to provide information, even though it may be needed to make a purchase or to take advantage of features and functionality of the Site. Further, you acknowledge and agree that any information or content that you post to the Site is public, not private, and that you have no expectation of privacy with regard to such information and content. If you choose to make any of your personally identifiable or other information publicly available through or in connection with your use of the Site, you do so at your own risk. Because your information or content that you post to the Site may be seen and used by others, Company encourages you not to disclose any personally identifiable information through your posts to the Site.

6.5. CORRECTIONS AND UPDATES OF PERSONAL INFORMATION. We maintain a procedure in order to help you confirm that your Personal Information remains correct and up-to-date. Following registration, you can sign in to your user account and visit your personal profile page. At your personal profile page, you can deactivate your user account, or review and update your personalized preferences and registration information, such as: name, mailing address, shipping address, e-mail address, password, and e-mail notification settings.

We may retain in our files information you have requested be removed from our active databases for certain purposes, such as to resolve disputes, troubleshoot problems and enforce our terms and conditions. Further, such prior information may never be completely removed from our databases due to technical and legal constraints, including stored "back up" systems. Therefore, you should not expect that all of your personally identifiable information to be completely removed from our databases in response to any request you may submit.

You can also request that we correct, update or remove information about you from our database by contacting us at the contact information provided below.

## **7. CONTACT INFORMATION AND POLICY UPDATES**

### **7.1. CONTACTING US.**

If you have any questions about this Policy, our practices related to this Site, or if you would like to have us correct, update or remove your information from our database, please feel contact us via email, phone, or postal mail at the contact information **here**.

### **7.2. POLICY UPDATES AND CHANGES.**

If we decide, at any time, to add to, change, update, or modify this Policy, we will post such change, update, or modification on this page and update the "Effective Date." Any such change, update, or modification will be effective immediately upon posting on this page. We will notify you of any material changes in the way we treat your information by placing a prominent notice on the Site or sending a notice to the primary email address specified in your user account. It is your responsibility to review this Policy when visiting the Site to ensure that you continue to agree with all of its terms.

## **8. YOUR CALIFORNIA PRIVACY RIGHTS**

Residents of the State of California, under the California Civil Code, have the right to request from companies conducting business in California a list of all third parties to which Company has disclosed personal information during the preceding year for direct marketing purposes and a disclosure of the shared information. Alternatively, the law provides that if the company has a privacy policy that provides you with an “opt-out” choice for use of your personal information by third parties for direct marketing purposes, Company may instead provide you with information on how to exercise your disclosure choice options.

The Site qualifies for the alternative option. This Policy provides you with information on how you may opt-out from the use of your personal information by third parties for direct marketing purposes. Therefore, we are not required to maintain or disclose a list of the third parties that received your personal information during the preceding year for direct marketing purposes.

If you are a California resident and request information about how to exercise your third party disclosure choices, please send a request to the following e-mail address: **[insert e-mail address]**.

## **9. VISITORS FROM OUTSIDE THE UNITED STATES**

The Site's offices are located in the United States. If you visit the Site from another country, please be aware that information you provide to us or that we obtain as a result of your use of the Site may be processed in and transferred to the United States and will be subject to U.S. law. U.S. privacy and data protection laws may not be equivalent to the laws in your country of residence. By using the Site, you consent to the collection, transfer, storage, and processing of information to and in the United States.