

SEAD PROGRAM LLC
Privacy Policy

Last Updated: September 10, 2018

Welcome to SEAD Program!! We are thrilled that you've chosen us and our educational programming, consulting, counseling, discussion topics, and instructional programs and related software applications, including SEAD Program™ (collectively the "Program") for students (and their family members), instructors, administrators, schools, school districts, educational institutions, and counselors. You access the Program through our websites (the "Website") and/or our mobile applications licensed by us to you to facilitate your use of the Program (the "Application"). Reference to the Program or use of the Program herein means through both the Website and the Application. The Program is owned and operated by SEAD Program LLC, a Colorado limited liability company (hereinafter, "SEAD" "us," or "we" and the possessive "our"). The terms "you," "your," and "yours" refer to anyone accessing, viewing, browsing, visiting or using the Program in any manner by, through or under you or your Account.

We value your privacy in your personal information that you store in our Program. This Privacy Policy ("Privacy Policy") explains what information we collect about you, how we collect and use that information and how we handle the content you provide in order to give to you greater tools to understand, control, access, and delete the collection, use and sharing of your Personal Information. This Privacy Policy is incorporated into and made a part of the SEAD Terms of Service Agreement between you and us (the "TOS Agreement"). Capitalized terms used, but not otherwise defined in this Privacy Policy shall have the meanings provided for those terms in the TOS Agreement.

We reserve the right, at any time, and from time to time, to modify, update or revise this Privacy Policy. We will post those revisions to this Privacy Policy to our Website and Application and you will have the opportunity to consent to those modifications. You should review this Privacy Policy periodically so that you keep up to date on the most current versions and related practices and procedures. By using the Program, Website, and/or Application, you accept the terms of and consent to this Privacy Policy. This consent provides us with the legal basis to process your Personal Information. You have the right to withdraw your consent at any time.

1. The Types of Information That We Collect. Throughout your use of our Program, we collect Personal Information about you. The term "Personal Information" means any information about you that makes you identifiable, which includes, but is not limited to the following:

When you open your Account (and through your use of the Program), we collect the following Personal Information.

- Your account login information (username, password, and access codes);
- Your name;
- Your email address;
- Your contact preferences;
- Your passwords and other online identifiers; and
- Your credit card or other payment information.

Other Personal Information that we may collect, even though you are not required to provide it when you open your Account include:

- your telephone numbers, address and zip code;
- data identifying your location;
- your birthdate; and
- information concerning users who access and use the Program through your Account.

Some information, that does not constitute Personal Information, may, in the course of your use of our Program, be collected, including:

- behavioral or demographic attributes;
- your biometric data (including photos);
- transactional data based on past purchase behavior;
- data from marketing opt-in lists, consumer surveys or publicly available information;
- unique Id's, such as cookies placed on a computer or device;
- internet protocol address ("IP Address") and information derived from it;
- information derived from your mobile device, such as GPS, and location services;
- behavioral data regarding your device or website usage, such as advertisements clicked, websites and content areas accessed, search histories and activities logs; and
- any content that you post, own or control.

Finally, a subset of Personal Information includes information specially designated as "Sensitive Personal Information" (including your medical condition, political and religious beliefs, and sexual orientation). We do not ask for or intentionally collect Sensitive Personal Information, but we recognize that we may come into contact with such information, if, for example, you provide it to us through your posts, uploads, questions or other content. To the extent we come across Sensitive Personal Information, we do not use or store it.

2. Who Will Collect and Process Personal Information. Decisions regarding collection of Personal Information are made by the "Data Controller". A "Data Controller" is the person or organization who decides the purposes for which and the way in which Personal Information is collected and processed. A "Data Processor" is a person or organization that processes personal data (including Personal Information) for the Data Controller. Data Processing includes collection, recording, organizing, structuring, storing, adapting, altering, retrieving, using, disclosing, transmitting, disseminating, combining, restricting, erasing or destroying data. Our Data Controller and Data Processor is SEAD Program LLC. You can contact them at SEAD Program LLC, 2430 W. 62nd Ct., Denver, Colorado 80221 or by email at: jahconsulting1@gmail.com

3. How We Collect Personal Information. We collect information from you in the following ways:

- *Usage Information.* Some Personal Information is collected when you provide it to us. For example, when you create an Account, you may provide your name, password, email address, and access codes. You also provide information when you log into your Account or when you fill in forms, respond to surveys or provide feedback. We may also ask you to provide us with some additional information that may be publicly visible on our services, such as profile pictures, avatars, a name, or

other useful identifying information. You may also provide us with credit or debit card and its associated account information. If you open your Account by or through connecting with a third-party or social media service (such as Google, Facebook, school intranet, school network, Google classroom or other social media site) (collectively, "SMS"), you give us permission to access and use your information from that SMS as permitted by that SMS, and to store your log-in credentials for that SMS. We may store this information so that it can be used for the purposes explained in the privacy policy, and it may also be used to verify your Account Information. You understand that information that the SMS collects from you is governed by the SMS's own privacy policies and our use of information we obtain from the SMS is subject to the SMS's privacy policies. We disclaim any responsibility for the SMS's use of your information.

- *Cookies.* Our Website uses "Cookies" which are text files on your computer that help identify you and collect internet log information and visitor behavior. Cookies allow us, among other things, to measure activity and personalize your experience, and may also allow us to remember your viewing preferences and create statistical reports on website activity. You may choose to set your browser to reject cookies or manually delete cookies on your computer. We also provide you the option to accept or reject Cookies when you visit our website. However, if you reject or delete cookies, it may impact your ability to use certain features of our Website. Please see our Cookies Policy. You may learn more about cookies at www.allaboutcookies.org.

- *Web Server Logs.* Web server logs are activity records created when you visit web pages, such as search terms you enter, device information and identifiers, information about your browser, IP address, cookies on your browser, access times, and pages viewed.

- *Web Beacons.* Web Beacons are electronic files that allow us to recognize and count users who have visited the Website and can be used in HTML-formatted emails to determine responses and response rates to our communications.

- *Third-Party Data Sources.* We may also receive marketing information from third parties that include information collected from online and offline sources. This could include advertisements or application update notices. We may collect information that other users provide about you when they use our services.

- *Device Information and Location Information.* We collect information from and about the devices you use, such as your location, your hardware and software, operating system, device memory, advertising identifiers, unique application identifiers, apps installed, browser type, language, time zone; information from device sensors (such as accelerometers, gyroscopes, compasses, microphones, and wireless and mobile network information).

- *Social Networking Sites.* If you log into your Account using shared sign-in services, such as Facebook or Google, you authorize us to access certain information about you from that social networking site, such as your user profile, friend list and profile picture.

4. How We Use Personal Information We Collect. We take your privacy seriously and only use your Personal Information to provide our Program to you, subject to applicable data protection laws.

- *Lawful Reason for Collecting Information.* The lawful reasons for collecting and processing your information are: (1) because you have entered into a contract for us to supply goods and services to you; (2) we have a legitimate interest in using your information (for example, to provide and improve our services, customer support and show you advertisements we think you'll find interesting,) but we only rely on this legitimate interest reason when we think our use of your information doesn't significantly impact your privacy or there is a compelling reason to do so; and (3) to comply with applicable law.

- *Uses of Information.* You agree that we are entitled to obtain, use, and process the Personal Information and other information you provide to us to enable us to discharge the Program and for other related purposes, including:

- to create your Account, provide you with convenient and personalized access to your Account, and deliver and support the Program (including through our website and Application);
- to update and enhance our records;
- to conduct analysis;
- to carry out credit checks and background checks;
- to carry out legal and regulatory compliance and crime and fraud prevention;
- to develop, operate, improve, and enhance our products and services;
- to send you communications, such as product announcements, marketing materials and software update information;
- to respond to your requests for assistance;
- to provide and improve ad targeting and measurement; and
- to enforce our TOS Agreement, and other legal obligations and policies.

- *Profiling.* We may analyze your Personal Information to create a profile of your interests and preferences so that we can contact you with products and service information that we think may be of interest to you, to complete or process transactions, to inform you of updates, monitor usage and performance of the Website and Application, and enhance the Website and Application.

5. How We Share Information.

- *With Our Affiliates.* We may share information with other entities within the SEAD family of companies.

- *With Third Parties.* We may share your information with the following third parties:

- *With service providers.* We may share information about you with our employees, contractors and third-party service providers, such as credit card processing companies, who have a need to access this information to assist us in providing the Program or who perform services on our behalf.

- *With business partners.* We may share information about you with business partners that provide services and functionality and these third-parties only use your personal

information as we direct them. Our Programs may also contain third-party links and search results, include third-party integrations, or offer a co-branded or third-party-branded services. Through these links, third-party integrations, and co-branded or third-party-branded services, you may be providing information (including personal information) directly to the third party, us, or both.

➤ *With third parties as part of a merger or acquisition.* If we become involved in a merger, asset sale, financing, liquidation or bankruptcy, or acquisition of all or some portion of our business to another company, we may share your information with that company before and after the transaction closes.

➤ *With third parties for marketing.* We may use your information to send to you email marketing, direct mail marketing and other marketing of our products and services (and those of our partners), including but not limited to targeted advertising. We may let other companies use cookies, web beacons, and similar technologies on our services to collect information about how you use our Programs or click links on our sites or applications over time. This information may be used to, among other things, analyze and track data, determine the popularity of certain content, and better understand your online activity. Additionally, some companies, including our affiliates, may use information collected on our services to measure the performance of ads and deliver more relevant ads on behalf of us or other companies. You have the right any time to stop us from contacting you for marketing purposes.

➤ *With Third Parties for Legal Reasons.* We may share information about you if we reasonably believe that disclosing the information is needed to (a) comply with any valid legal process, governmental request, or applicable law, rule, or regulation; (b) investigate, remedy, or enforce potential TOS Agreement violations; (c) protect the rights, property, and safety of us, our users, or others; or (d) detect and resolve any fraud or security concerns. We reserve the right to cooperate fully with any law enforcement authorities, court order or civil, criminal or legal process requesting or directing us to disclose the identity or other information of anyone. We reserve the right to take any and all appropriate legal action, including referral to law enforcement agencies. You waive and hold us and our affiliates, licensees, licensors and service providers harmless from any claims resulting from any action taken by any of them during, or because of investigations or legal process.

➤ You acknowledge and agree that when your information is shared with third parties, we are not responsible for how those third parties collect or use your information. We encourage you to review the privacy policies of every third-party service that you visit or use, including those third parties you interact with through our services.

6. How We Protect Your Information. We use a combination of technical tools, internal policies, and security procedures to safeguard your information from and minimize the risk of unauthorized access. While we follow reasonable procedures within our possession, no security system is perfect, and we cannot promise, and you shall not expect, that your Personal Information will remain secure in all circumstances. Credit card and payment details is maintained by our third-party credit card service providers and we do not keep or maintain credit card information. Non-sensitive Personal Information are sent normally over the Internet, and this can never be 100% secure. As a result, while we strive to protect your Personal Information, we cannot guarantee the security of any information you transmit to

us and you do so at your own risk. You are responsible for keeping your passwords confidential and not sharing them with anyone.

7. How Long We Keep Your Information. We store your Personal Information until you ask us to delete it or you terminate your Account with us. We store other information for various lengths of time based on how precise it is and which services you use. If you decide to stop using the Program, you can ask us to delete your Account and the Personal Information collected as part of your Account (Please see “Deletion of Account Information” below).

8. How You Can Control Use of Your Personal Information. There are many ways that you can exercise control over the collection, processing and use of your information, including the following.

- *Right to Consent/Revoke Consent.* In some cases, we’ll ask for consent to use your information for specific purposes. Even if you provide consent, you can revoke your consent later. If you let us use your information, you can always change your mind and simply revoke your permission by changing the settings on your device if your device offers those options or by contacting us. You have the right to opt-out of: (1) direct marketing communications; (2) automated decision-making and/or profiling; (3) our collection of sensitive personal information; (4) new processing of your personal data beyond our original purpose; and (5) transfer of your personal information outside of the European Union. Please note that if you opt-out of these, it could impact the usability of our Program.

- *Right to Corrections/Inaccuracies.* You may contact us to ask us to correct or remove any information that you think is inaccurate.

- *Right to Object.* You have the right to object to the collection or processing or use of your Personal Information. Some types of data, you can simply delete if you don’t want us processing it anymore. Please contact us if there are other types of information you don’t want us to process.

- *Right to Data Portability.* You have the right to download or receive a copy of the Personal Information that you have provided to us, in a portable format and you have the right to move it to other providers. We may ask you to verify your identity or provide additional information before we let you access or update your Personal Information. We may also limit or restrict access or updates to your Personal Information for several reasons, including, for example, that the request risks the privacy of other users or your request is restricted by applicable law.

- *Right to be Forgotten/ Deletion of Account Information.* In many situations, you have the right to have your Personal Information permanently deleted. Upon termination of your Account, or upon your written request if your Account has not been terminated, we will delete or destroy your Personal Information if you request that in writing. Keep in mind however, that, while our systems are designed to carry out our deletion practices promptly, we cannot promise that deletion will occur within a specific timeframe and the deletion process could occur over several months. Further, there may be legal requirements to store your data and we may need to suspend those deletion practices if we receive valid legal process asking us to preserve content or if otherwise necessary to comply with law or legal process. To the extent that data or information about you does not constitute Personal Information, it may not be feasible to delete or destroy such data, and in such cases, that data will be

made "anonymous" such that the historical information, content, logs and related information is not personally identifiable. Further, please understand that once Personal Information is deleted or destroyed, it cannot be retrieved and if you chose to re-subscribe, you will have to provide the information again. Finally, please understand that any Personal Information that you have shared, posted or made available is not within our control and unable to be deleted from sources with which it was shared nor control what the possessor of that information does with it.

- *Right to Complain.* If you are a citizen of the EU, you have the right to lodge a complaint with the relevant supervisory authority if you feel your Personal Information has been processed in a way that does not meet the requirements of the General Data Protection Regulation (GDPR).

- *Right to Unsubscribe.* If you decide that you do not want to receive commercial emails from us, you can "opt-out" from receiving such emails by clicking the "unsubscribe" link provided at the bottom of every commercial email. Please note that if you choose to "unsubscribe" or "opt-out", we will still send you email relating to products or services that you purchased from us, any communication you have sent to us or other relationship that you have with us.

- *Right to List/Notice to California Residents.* Under California Civil Code sections 1798.83-1798.84, California residents are entitled to ask for a notice describing what categories of personal customer information we share with third parties or corporate affiliates for those third parties or corporate affiliates' direct marketing purposes. That notice will identify the categories of information shared and will include a list of the third parties and affiliates with which it was shared, along with their names and addresses. If you would like a copy of this notice, please submit a written request to us at the address listed below.

- *Contacting Us.* To exercise any of these rights or to contact us for any reason regarding your information, you can contact us at the following address or telephone number:

Address: SEAD Program LLC,
2430 W. 62nd Ct., Denver, Colorado 80221
Telephone Number: (303) 903-1049
Email: jahconsulting1@gmail.com

9. Minors' Accounts. You may only open an Account if you have reached the age of majority or legal age in your jurisdiction (generally 18 years or older) and can form legally binding contracts under applicable law or, if you are under the age of majority, your Group Leader, parent or guardian agrees to this Agreement on your behalf. You may set up an Account for children ("Child Account") or a Group Account where children are Group Participants; provided that you provide us with proof we reasonably request to comply with the Children's Online Privacy Protection Act ("COPPA") and otherwise are responsible for compliance with this Agreement by the Group Participant. In accordance with COPPA, we do not knowingly solicit, nor will we accept, personally identifiable information from users under sixteen (16) years of age without the consent of their parent or guardian and if a Group Participant is a student under the age of 16, we will use reasonable efforts to use only the Group Participant's school email address or their parents' email address. If an educational institution with students that are under sixteen (16) years of age opens a Group Account on behalf of some of its

students as Group Participants, the educational institution may also provide us with personally identifiable information about its students provided they have received appropriate permission from the parents or guardians. You agree to comply with all mechanisms we put in place to facilitate compliance with COPPA. If you are the sponsor of a Group that includes children under the age of 16, you are also responsible for complying with COPPA, which includes your obligation to notify parents/guardians of the information to be collected and obtain parent/guardian consent before collecting and sharing with us any personal information of those children. We will not knowingly share specific personal information about any Group Participant under the age of 16 with any third parties. We reserve the right to terminate any Child Account or access to the Program by a particular Group Participant (without terminating the entire Group Account) if we determine that requirements to comply with COPPA have not been satisfied.

If any Account is accessed or used by a child under the age of 16 and Personal Information about that child is collected, the following information also applies:

- We only collect as much information about a child as is reasonably necessary for the child to participate in an activity, and we do not condition his or her participation on the disclosure of more personal information than is reasonably necessary. The child user must provide us with their parent's or guardian's email address and may be required to provide us with the child's first name, birthdate, username and password. We may request additional information from your child, but this information is optional.
- We do not knowingly solicit, nor will we accept, personally identifiable information from users under sixteen (16) years of age without the consent of their parent or guardian. If an educational institution with students that are under sixteen (16) years of age uses our Program, the educational institution may also provide us with personally identifiable information about its students provided they have received appropriate permission from the parents or guardians. Parent or guardian consent may be provided at the time the Account is established by affirmatively agreeing to the consent at the time of paying subscription fees or by sending us a signed parent/guardian consent by mail, fax or electronic scan. Further, the child's parent or guardian may review the child's Personal Information maintained by us, require us to correct or delete the Personal Information, and/or refuse to permit us from further collecting or using the child's Personal Information, by logging into the child's account and visiting his or her account profile page or sending us an email at jahconsulting1@gmail.com. We reserve the right to require parents and guardians you to take certain steps or provide additional information to verify their identity.
- We use the personal information we collect from your child to: register him or her with the Program; communicate with him or her about activities or features of the Program that may be of interest; and track his or her performance in games, exercises or other activities that are part of the Program.
- We do not share, sell, rent, or transfer Personal Information of children under the age of 16 except: (i) if necessary to support the delivery of the Program, (ii) if we believe we are required to do by law or legal process, such as to comply with any investigations, court order or subpoena or to respond to any government or regulatory request; or (iii) if we believe disclosure is necessary or

appropriate to protect the rights, property, or safety of our company, our customers or to protect the safety of a child or to take precautions against liability.

10. International Concerns. The Program, Website and Application are hosted in the United States of America. If you reside in a country other than the United States of America with laws governing data collection, use and sharing that may differ from U.S. law and you provide Personal Information with us, please note that any Personal Information that you provide to us may be transferred to the United States of America. By providing your Personal Information, you hereby specifically and expressly agree and consent to such transfer and processing and the collection, use, and sharing set forth in this Privacy Policy or any term of use relating to the use of the Website and Application.

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