

REMware
Privacy Policy
Last Updated and Effective as of: December 31, 2019

This Privacy Policy describes how your information is collected, used, and shared when you visit or use the website located at rem-ware.com (the “Site”), certain features of the Site, and various mobile applications and services operated by SomnoMed Technologies, Inc. d/b/a REMware (“REMware”, “Company”, “us”, “our”, and “we”), including without limitation the Dream Clear mobile application and those services or applications described on the Site (collectively, the “Service” or “Services”).

You acknowledge that this Privacy Policy is part of our Terms of Use, and that by accessing or using our Site and/or the Services, you agree to be bound by the Terms of Use as well as this Privacy Policy. Please read the Terms of Use carefully, as it contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER which shall apply to all disputes except as otherwise provided herein.

PLEASE NOTE: Company is NOT affiliated or in any way associated with Apple Inc., Google, Inc., Facebook, Inc., or Amazon, Inc. Any and all Apple Inc., Google, Inc., Facebook, Inc., or Amazon, Inc., products, names, or registered trademarks belong entirely to each of Apple Inc., Google, Inc., Facebook, Inc., or Amazon, Inc., respectively.

IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, YOU SHOULD NOT ACCESS OR OTHERWISE USE THE SERVICES. YOUR USE OF THE SITE CONSTITUTES YOUR SPECIFIC, INFORMED CONSENT AND AGREEMENT THAT YOUR PERSONAL INFORMATION AND DATA MAY BE PROCESSED AND USED IN ACCORDANCE WITH THIS PRIVACY POLICY.

We reserve the right to change this Privacy Policy at any time. Changes, modifications, additions or deletions to this Privacy Policy shall be effective immediately upon notice thereof, which may be given by various means including, but not limited to issuing an email to the email address listed by registered users and posting the revised Privacy Policy on the Site or the Services. You acknowledge and agree that it is your responsibility to review the Site and this Privacy Policy periodically and to be aware of any modifications. YOUR CONTINUED USE OF THE SITE AFTER ANY SUCH MODIFICATIONS WILL CONSTITUTE YOUR: (A) ACKNOWLEDGMENT OF THE MODIFIED POLICY; AND (B) AGREEMENT TO ABIDE AND BE BOUND BY THE MODIFIED POLICY.

INFORMATION WE COLLECT

Your provision of your personal information to us is completely voluntary. Personal information is information that can specifically identify you. We do not collect personal information unless you submit that information to us directly, it is submitted to us on your behalf by your healthcare provider or another third-party authorized by you, or it is associated with your account. Categories of personal information we collect include:

- Identity Data, which includes name or other similar identifiers.
- Contact Data, which includes email address, phone number, or address.
- Transaction Data, which includes information about the success or failure of the purchases you make on the Services.
- Protected Health Information, or “PHI”, which includes your Identity Data, Contact Data, and other individually identifiable health information, as defined and described in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulation (“HIPAA”) to the extent that they are created, received, maintained, or transmitted by us on behalf of your healthcare provider.

We may also collect information that does not personally identify you, however, some of the information we collect may include data, such as IP address data or the identifiers associated with your device that are unique to your computer or device. This includes information such as:

- Technical Data, which includes internet protocol (IP) addresses, operating system, device types, unique device identifier, and time zones.
- Usage Data, which includes information about how and when you use our Services.
- Marketing and Communications Data, which includes your preferences in receiving marketing from us.

INFORMATION COLLECTION

Direct interactions. You may give us your information while using our Services. This includes information you provide when you:

- create an account;
- purchase virtual items;
- subscribe to our email list;
- request marketing to be sent to you; or
- give us feedback.

Collection of PHI. We may receive your PHI from your healthcare provider in order to register you and provide you with our Services. Your PHI may include your:

- full name;
- contact information, including phone, email, and physical address;
- age
- medical information

Automated technologies or interactions. As you interact with the Services, we may automatically collect Technical Data and Usage Data about you. Some of the ways in which we or our Services may collect are further described below:

- **Cookies and Similar Technology:** “Cookies” are pieces of information that may be placed on your computer or device by a website or application for the purpose of collecting data to facilitate and enhance your communication and interaction with that website or application. The Services may use cookies, a type of technology that installs a small amount of information on a user’s computer or other device to permit a website or application to, for example, recognize future visits using that computer or device. The Services may use other similar technologies (including, without limitation, tracking pixels, as described further below, and other anonymous identifiers) to gather information about you, such as IP addresses, to customize your visit, to enable us to enhance our service, or for other purposes. We may also use and/or place cookies or similar technologies from our third party service providers in connection with the Services, such as an analytics provider that helps us manage and analyze usage. An example of such third party is Google Analytics, which we use to collect and analyze usage information on an anonymous basis, and through which Google will collect certain information to be used according to [Google’s privacy practices](#). We may use session ID cookies and persistent cookies. A session ID cookie expires when you

close your browser. Persistent cookies remain active on your device until they expires or until they are removed.

To stop, restrict or disable the placement of cookies, please see the “Opt-Out” section below.

INFORMATION USAGE AND DISCLOSURE

Use and Disclosure of Your PHI

We may obtain your PHI from your healthcare provider, which is considered a “covered entity” under HIPAA. Before we receive PHI from your provider, we will sign a business associate agreement (“BAA”) with the provider, as required by HIPAA. The BAA between us and your provider will govern how we use and disclose your PHI, which at all times must comply with the HIPAA privacy and security rules. The BAA we sign with your provider will include obligations and information that is found in your provider’s Notice of Privacy Practices, which it is required to have. You may request the Notice of Privacy Practices from your provider at any time.

Use and Disclosure of All Other Non-PHI Information

Besides using your information ourselves, we may send your information to other companies, affiliates and third parties to help us process your information for the purposes set out in this policy.

We use your information as described herein:

- to provide you with our Services;
- to personalize your experience with us,
- to respond to your direct inquiries and otherwise communicate with you,
- to provide you with benefits associated with your account;
- to add you to our mailing lists and send you emails from time to time.

We may also share your information with third parties such as hosting, data analysis, e-mail delivery services, gift card processor, payment processor and other similar services. These third parties may have access to your information necessary to perform their functions, but may not use it for other purposes.

We will not sell your information to any third party not affiliated with Company without your consent except in connection with the sale or merger of Company or the division responsible for such services.

Additionally, we may disclose your information and other information as we believe necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; (g) to allow us to pursue available remedies or limit the damages that we may sustain; and (h) for legitimate business interests.

Please note that if you specifically consent to additional uses of your information, we may use your information in a manner consistent with that consent.

SECURITY

The security of your information is very important to us. We have put in place reasonable physical, electronic, and managerial procedures to safeguard the information we collect. However, due to the inherent open nature of the Internet, we cannot guarantee that communications between you and Company, or information stored in the Services

or our servers, will be free from unauthorized access by third parties such as hackers and your use of the Services demonstrates your assumption of this risk. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any account you might have with us has been compromised), please immediately notify us of the problem by contacting us in accordance with the Contact Us section below.

If we become aware of any security breach affecting the Site or the Services, we may: (a) notify you via the email address registered with your account (if any) so that you may take whatever protective measures you deem appropriate; and/or (b) post a notice on the Site or in the Services concerning the security breach. Based upon your country of residence, you may also have a legal right to receive notices of any security breach in writing, in which case you may request such written notice by contacting us at contact@rem-ware.com.

DATA RETENTION

We will retain your information for as long as needed to provide you with the services you requested and the Services and for a reasonable time thereafter in accordance with our standard procedures or as necessary to comply with our legal obligations, to resolve disputes, and to enforce our agreements. Even if we delete some or all of your information, we may continue to retain and use anonymous or aggregated data previously collected. Please note that we will not be liable for disclosures of your data due to errors or unauthorized acts of third parties.

OTHER APPLICATIONS AND WEBSITES

Our Services may contain links to other websites or applications not maintained by Company. Other websites and applications may also reference or link to the Services.

The Services may integrate with social networking services. You understand that we do not control such services and are not liable for the manner in which they operate. While we may provide you with the ability to use such services in connection with the Services, we are doing so merely as an accommodation and, like you, are relying upon those third party services to operate properly and fairly. The inclusion of a link on the Services does not imply endorsement of the linked website or application by us. We are not responsible for the privacy practices of websites and applications operated by third parties that are linked to or integrated with our Services, or for the privacy practices of third party Internet advertising companies. We encourage you to be aware when you leave the Services, or surf the Internet, and to read the privacy statements of each and every website and application that you visit.

OPT-OUT

Opting out of email marketing messages from us

To opt-out of any future promotional email messages from us, you can use the unsubscribe link found at the bottom of our emails. You may also email us at contact@rem-ware.com. We will process your request within a reasonable time after receipt.

Opting out of push notifications

You may opt-out of receiving push notifications by changing the settings on your device. Please refer to your device's operating system manual for instructions on how you can change your push notification settings.

Opting out of cookies

If you want to stop or restrict the placement of cookies or flush any cookies that may already be on your computer or device, please refer to and adjust your web browser preferences. Further information on cookies is available at www.allaboutcookies.org. By deleting our cookies or disabling future cookies you may not be able to access certain areas or features of the Services or some of its functionality may be affected. Cookies and similar items are not used by us to automatically retrieve personally identifiable information from your device without your knowledge.

Data Access

We understand that your personal information can change over time. If you would like to notify us of any changes to your personal information, please contact us at contact@rem-ware.com. You may also request access to your personal information (if you have provided such information to us through the Website) and information about our collection, use and disclosure of that information by using the contact information provided above. Unless prohibited by law or legal process, you will be given reasonable access to your personal information, entitlement to challenge the accuracy and completeness of the information, and the ability to have it amended as appropriate.

Do not track

Please note that we do not alter the Services' data collection and use practices when we see a Do Not Track signal from your browser.

UPDATING AND CORRECTING INFORMATION

We believe you should have the ability to access and edit the personal information that you have provided to us. You may change any of your personal information in your account online at any time by editing your account information in accordance with instructions posted elsewhere on this Site or in the Services, or you may also access, manage and correct your personal information and privacy preferences by writing us at:

SomnoMed Technologies, Inc. d/b/a REMware, 2664 Cypress Ridge Blvd., Suite 101, Wesley Chapel, FL 33544

You may also email us at contact@rem-ware.com.

Please include your name, address, and/or email address when you contact us.

We encourage you to promptly update your personal information if it changes. You may ask to have the information on your account deleted or removed; however, because we keep track of past transactions, you cannot delete information associated with past transactions on the Site or the Services. While we do not hold personal information any longer than we need to, the duration will depend on your relationship with us. In addition, it may be impossible to completely delete your information without some residual information because of backups.

INFORMATION RELATING TO CHILDREN

Our Services are intended for use by adults who are 18 years of age and older; therefore, by using the Site or the Services you represent that you are at least 18 years old. We do not knowingly collect personal information or personal data from children. When we become aware that such information (or other information that is protected under applicable law) from a child under 13 (or such other age as may be restricted under local law) has been collected, we will use all reasonable efforts to delete such information from our database. If you are a parent or legal guardian and believe your child has used the Site or the Services without your permission, please contact us immediately at contact@rem-ware.com so that we may remove all information associated with your child.

UNITED STATES OF AMERICA

Our Services are maintained and solely intended for use in the United States of America. By using the Services, you authorize the export of Personal Information to the USA and its storage and use as specified in this Privacy Policy. Information stored in the USA may be subject to lawful requests by the courts or law enforcement authorities in the USA.

TO THE EXTENT PERMITTED BY THE LAW OF YOUR COUNTRY OF RESIDENCE (BUT EXCLUDING THE EUROPEAN UNION), YOU EXPRESSLY WAIVE ANY RIGHTS YOU MAY HAVE TO REQUIRE THAT WE TREAT YOUR PERSONAL INFORMATION OR OTHER INFORMATION IN ACCORDANCE WITH THE LAWS OF ANY COUNTRY OTHER THAN THE UNITED STATES.

CONTACT US

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us at SomnoMed Technologies, Inc. d/b/a REMware, 100 S Ashley Dr, Ste 600, Tampa FL 33602 or by e-mail at contact@rem-ware.com.