

PRIVACY POLICY

Rosy Wellness, Inc. (“*Rosy Wellness*”) respects the privacy of others. This PRIVACY POLICY (this “*Privacy Policy*”) is intended to explain Rosy Wellness’s privacy practices with respect to the www.meetrosoy.com website (together with its pages, features, and functions, and any mobile versions of the foregoing, the “*Site*”) and the Rosy Wellness mobile application that links to this Privacy Policy (together with its sections, features, and functions, the “*App*”). This Privacy Policy is also intended to provide you (together with any person helping you visit, access, register with or use the Site and/or the App, “*you*” or “*your*”) with an overview of the following:

- The type of information about you Rosy Wellness collects through the Site and the App;
- How Rosy Wellness collects that information;
- How Rosy Wellness uses that information;
- Who will have access to that information; and
- Rosy Wellness’s security measures for protecting that information.

THIS PRIVACY POLICY MAY ALSO REFER TO THE PRIVACY PRACTICES FOR CERTAIN PAGES OR FEATURES WHEREIN ROSY TELEHEALTH, P.A. (THE “*P.A.*”) MAY OFFER CERTAIN HEALTH OR HEALTHCARE-RELATED PRODUCTS OR SERVICES. THESE CERTAIN PAGES OR FEATURES ARE REFERRED TO HEREIN COLLECTIVELY AS THE “*P.A. PAGES*” AND ARE SUBJECT TO THE P.A. [TERMS AND CONDITIONS](#) and [PRIVACY POLICY](#).

THIS PRIVACY POLICY APPLIES TO INFORMATION COLLECTED THROUGH THE SITE AND/OR THE APP. CAREFULLY READ THIS PRIVACY POLICY IN ITS ENTIRETY.

YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST-RECENT VERSION OF THIS PRIVACY POLICY, AS WELL AS ROSY WELLNESS’S [TERMS AND CONDITIONS](#), WHENEVER YOU CREATE, REGISTER WITH OR LOG INTO AN ACCOUNT ON OR THROUGH THE SITE AND/OR THE APP. SIMILARLY, YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST-RECENT VERSION OF THIS PRIVACY POLICY, AS WELL AS ROSY WELLNESS’S [TERMS AND CONDITIONS](#), WHENEVER YOU VISIT, ACCESS, REGISTER WITH OR USE THE SITE, THE APP OR ANY PRODUCTS OR SERVICES PROVIDED BY ROSY WELLNESS ON OR THROUGH THE SITE AND/OR THE APP; AND YOUR CONTINUING VISIT, ACCESS, REGISTRATION WITH OR USE OF ANY OF THE FOREGOING REAFFIRMS YOUR ACCEPTANCE AND AGREEMENT IN EACH INSTANCE.

As used herein, the term “*personal information*” means information (including personally identifiable information) that would allow someone to specifically identify you or contact you physically or online (e.g., your name, physical address, telephone number, email address, social

security number); and the term “*non-personal information*” means any information other than personal information that Rosy Wellness may collect from you.

1. A SPECIAL NOTE ABOUT MINORS.

The Site is a general audience website intended for use by adults. Neither the Site nor the App is designed or intended to attract, and is not directed to, children under eighteen (18) years of age, let alone children under thirteen (13) years of age. Rosy Wellness does not collect personal information through the Site or the App from any person it actually knows to be under thirteen (13) years of age. If Rosy Wellness obtains actual knowledge that it has collected personal information through the Site or the App from a person under thirteen (13) years of age, then it will use reasonable efforts to refrain from further using such personal information or maintaining it in retrievable form.

Furthermore, if you are under eighteen (18) years of age, then you (or your parent or legal guardian) may at any time request that Rosy Wellness remove content or information about you that is posted on the Site and/or the App. Please submit any such request (“*Request for Removal of Minor Information*”) to privacy@meetrosy.com, with a subject line of “Removal of Minor Information.”

For each Request for Removal of Minor Information, please state “Removal of Minor Information” in the email or letter subject line, and clearly state the following in the body:

- a. the nature of your request;
- b. the identity of the content or information to be removed;
- c. whether such content or information is found on the Site or the App;
- d. the location of content or information on the Site or the App (e.g., providing the URL for the specific web page the content or information is found on);
- e. that the request is related to the “Removal of Minor Information;”
- f. your name, street address, city, state, zip code and email address; and
- g. whether you prefer to receive a response to your request by mail or email.

Rosy Wellness is not responsible for failing to comply with any Request for Removal of Minor Information that is incomplete, incorrectly labeled or incorrectly sent.

PLEASE NOTE THAT THE AFOREMENTIONED REMOVAL DOES NOT ENSURE COMPLETE OR COMPREHENSIVE REMOVAL OF SUCH CONTENT OR INFORMATION POSTED ON THE SITE OR THE APP.

Also, please note that Rosy Wellness is not required to erase or otherwise eliminate, or to enable erasure or elimination of, such content or information in certain circumstances, such as, for example, when an international, federal, state, or local law, rule or regulation requires Rosy Wellness to maintain the content or information; when the content or information is stored on or posted to the Site or the App by a third party other than you (including any content or information posted by you that was stored, republished or reposted by the third party); when Rosy Wellness anonymizes the content or information, so that you cannot be individually identified; when you do not follow the aforementioned instructions for requesting the removal of the content or information; and when you have received compensation or other consideration for providing the content or information.

The foregoing is a description of Rosy Wellness's voluntary practices concerning the collection of personal information through the Site and/or the App from certain minors, and is not intended to be an admission that Rosy Wellness is subject to the Children's Online Privacy Protection Act, the Federal Trade Commission's Children's Online Privacy Protection Rule(s), or any similar international, federal, state, or local laws, rules, or regulations.

2. CATEGORIES OF INFORMATION COLLECTED.

Rosy Wellness may collect personal and non-personal information about you through the Site, the App, and/or any electronic medical record platforms lawfully accessed and used by Rosy Wellness. The categories of such information might include, for example:

- Your name (first, last and/or middle);
- Your unique identifiers (e.g., username, pseudonym, Twitter handle);
- Your login information for the Site and/or the App (e.g., username, password, security questions and answers);
- Your company name and/or title;
- Your home and/or business contact information (e.g., mailing address, email address, telephone number, facsimile number);
- Your profession;
- Your gender;
- Your electronic signature;
- Photographic or video image to the extent provided by you to Rosy Wellness (as related to the P.A. Pages, and further subject to the P.A. [NOTICE OF PRIVACY PRACTICES](#));

- Medical history, including the results of any questionnaires, surveys, information requests, interviews, or other documentary, text, video, or audio interactions related to the provision of health services (as related to the P.A. Pages, and further subject to the P.A. [NOTICE OF PRIVACY PRACTICES](#));
- Billing, payment or shipping information (e.g., payor or payee name, checking account number, credit card number, expiration date, verification code, account holder name, cardholder name, billing address, mailing address, tax ID number, billing history);
- Your transactional information (e.g., offers, orders, pricing, payments, purchases, purchaser, seller, item information, shipping terms, comments, ratings, feedback, and communications made on, through, or with respect to the Site or the App);
- Your business contact information (e.g., company, title, mailing address, email address, telephone number, facsimile number, tax identification number);
- Your computer, mobile device and/or browser information (e.g., IP address, mobile device ID information, operating system, connection speed, bandwidth, browser type, referring/exit web pages, web page requests, cookie information, hardware attributes, software attributes);
- Information about, and/or information found on, your pages and accounts with third-party websites, networks, platforms, servers and applications (e.g., Facebook, Google Plus, LinkedIn);
- Usage activity concerning your interactions with the Site, the App and/or third-party websites, networks, platforms, servers or applications accessed on or through the Site and/or the App (e.g., how you accessed the Site or the App, where you go when you leave the Site or the App, number of clicks on a page or feature, amount of time spent on the Site or the App or a page or feature, and identity of third-party websites, networks, platforms, servers and applications accessed through the Site or the App);
- Usage activity concerning videos, articles, and other content provided to or accessed by you on or through the Site or the App (e.g., viewing habits, viewing preferences, viewing history, title selections, favorites, streams, downloads, demographics and closed captioning selections);
- Information concerning the type of content that you access or might prefer to access on the Site and/or the App;
- Usage activity concerning communications with other users (e.g., interactions on online forums, chat rooms, and bulletin boards);

- Information about third parties that you refer to Rosy Wellness (e.g., name, contact information, relationship);
- Information set forth in the Site’s and/or the App’s online account registration, subscriber profile, and/or subscriber directory forms completed by you;
- Information set forth in your user account and profile with the Site and/or the App;
- Statements or content (e.g., comments, videos, photographs, images), and information about such statements or content, which you submit or publish on or through the Site and/or the App, or which are accessed via your public or linked social media pages (e.g., Facebook, Google Plus, LinkedIn);
- Your answers to questionnaires submitted on, through, or in relation to the Site and/or the App;
- Information relating to your mental health, medical, prescription medication, and alcohol history;
- Information relating to your sexual activities, history, or preferences (including, without limitation, your “Sexual Wellness Score”);
- Your geolocation;
- The name associated with your mobile device;
- The telephone number associated with your mobile device;
- Your mobile device ID information;
- With your express consent, your contacts and/or contact information (e.g., names, telephone numbers, physical addresses, email addresses, photos) stored on your mobile devices; and
- With your express consent, information about third-party software applications on your mobile device (including, without limitation, general software apps, downloadable software apps, and social media apps).

3. HOW INFORMATION IS COLLECTED.

Rosy Wellness might collect personal and non-personal information from you when you visit, access, register with, or use the Site and/or the App or any of its products or services; when you request, register for, order or purchase any products or services on, through or in relation to the Site; when you “sign in,” “log in” or the like to the Site and/or the App, even if through third-

party online social media sites or accounts (e.g., Facebook, Google Plus, LinkedIn); when you allow the Site to access, upload, download, import or export content found on or through, or to otherwise interact with, your computer or mobile device (or any other device you may use to visit, access, register with or use the Site or the App) or online accounts with third-party websites, networks, platforms, servers or applications (e.g., your online social media accounts, your cloud drives and servers, your mobile device service provider); or whenever Rosy Wellness asks you for such information, such as, for example, when you process a payment through the Site and/or the App, or when you answer an online survey or questionnaire.

In addition, if you or a third party sends Rosy Wellness a comment, message or other communication (such as, by way of example only, email, instant message, letter, fax, phone call, or voice message) about or referencing you or your activities in relation to the Site or the App, then Rosy Wellness may collect any personal or non-personal information provided therein or therewith.

Rosy Wellness might also use various tracking, data aggregation and/or data analysis technologies, including, for example, the following:

- Cookies, which are small data files (e.g., text files) stored on the browser or device you use to view a website or message. They may help store user preferences and activity, and may allow a website to recognize a particular browser or device. There are several types of cookies, including, for example, browser cookies, session cookies, and persistent cookies. Cookies may record information you access on one page of a website to simplify subsequent interaction with that website, or to help streamline your transactions on related pages of that website. Most major browsers are set up so that they will initially accept cookies, but you might be able to adjust your browser's or device's preferences to issue you an alert when a cookie is downloaded, or to block, reject, disable, delete or manage the use of some or all cookies on your browser or device.
- Flash cookies, which are cookies written using Adobe Flash, and which may be permanently stored on your device. Like regular cookies, Flash cookies may help store user preferences and activity, and may allow a website to recognize a particular browser or device. Flash cookies are not managed by the same browser settings that are used for regular cookies.
- Web beacons, which are pieces of code embedded in a website or email to monitor your activity on the website or your opening of the email, and which can pass along information such as the IP address of the computer or device you use to view the website or open the email, the URL page on which the web beacon is located, the type of browser that was used to access the website, and previously set cookie values. Web beacons are sometimes used to collect advertising data, such as counting page views, promotion views or advertising responses. Disabling your computer's, device's or browser's

cookies may prevent some web beacons from tracking or recording certain information about your activities.

- Scripts, which are pieces of code embedded in a website to define how the website behaves in response to certain key or click requests sent by the user. Scripts are sometimes used to collect information about the user's interactions with the website, such as the links the user clicks on. Scripts are often times temporarily downloaded to the user's computer or device from the website server, active only while the user is connected to the Site and/or the App, and deactivated or deleted when the user disconnects from the Site and/or the App.
- Analytic tools and services, which are sometimes offered by third parties, and which track, measure and/or generate information about a website's or program's traffic, sales, audience and similar information, and which may be used for various reasons, such as, for example, statistical research, marketing research, and content ratings research, and conversion tracking. Google Analytics and Alexa are common examples of these types of technologies. Rosy Wellness may also use other third-party analytic tools and services.
- Other third-party data tracking or analytic technologies (e.g., deep linking, eTags, device fingerprinting or cross-device tracking).

Please be advised that if you choose to block, reject, disable, delete or change the management settings for any or all of the aforementioned technologies and/or other tracking, data aggregation and data analysis technologies, then certain areas of the Site and/or the App might not function properly.

By visiting, accessing, registering with or using the Site and/or the App, you acknowledge and agree in each instance that you are giving Rosy Wellness permission to monitor or otherwise track your activities on the Site and/or the App, and that Rosy Wellness may use the aforementioned technologies and/or other tracking, data aggregation and data analysis technologies.

4. USE OF INFORMATION COLLECTED.

Rosy Wellness may use the personal and/or non-personal information it collects from you through the Site or the App in a variety of ways. Examples of those uses might include, for example:

- Place, fulfill, process and/or track your requests;
- Facilitate and maintain your access of, registration with and use of the Site, the App and/or their products and services;
- Facilitate and maintain your movement throughout the Site and/or the App;

- Facilitate and maintain your accounts and profiles with the Site and/or the App;
- Provide customer service;
- Operate the Site, the App, and their products and services;
- Provide administrative services relating to the Site, the App, and the P.A. Pages (including, without limitation, sharing any appointment information regarding scheduling of appointments);
- Send you communications like, for example, administrative emails, answers to your questions and updates about the Site and/or the App;
- Sending you “push notifications” via the App to your mobile device;
- Allow you to communicate with others through the Site or the App like, for example, through online messages, online forums, chat rooms, and bulletin boards;
- Provide you with information about Rosy Wellness, its parents, its subsidiaries, its affiliates and/or their respective businesses, products and services by letter, email, text message, telephone, or other forms of communications;
- Provide you with information about third-party businesses, products and/or services by letter, email, text message, telephone, or other forms of communication;
- Provide you with customized content, services, and user experiences, including advertising and promotional information (e.g., targeted ads, retargeted ads), recommendations for content you might like, and cross-app or cross-site functionality across multiple third-party websites and mobile apps;
- Improve the Site, the App and/or their content, products, and services;
- Improve the products, services, marketing and/or promotional efforts of Rosy Wellness, its parents, its subsidiaries and/or its affiliates;
- Create new products, services, marketing and/or promotions for Rosy Wellness, its parents, its subsidiaries and/or its affiliates;
- Market the businesses, products and/or services of Rosy Wellness, its parents, its subsidiaries and/or its affiliates;
- Help personalize user experiences with the Site and/or its products and services;
- Analyze traffic to and through the Site and/or the App;

- Analyze user behavior and activity on or through the Site and/or the App;
- Conduct research and measurement activities for purposes of product and service research and development, advertising claim substantiation, market research and other activities related to Rosy Wellness, its parents, its subsidiaries, its affiliates, the Site, the App and/or their features, products and services;
- Monitor the activities of you and others on or through the Site and/or the App;
- Create device fingerprints and profiles about the possible relationships among different browsers and devices;
- Create consumer profiles, which may combine your personal or non-personal information from the Site and/or the App with your personal or non-personal information from another source or service;
- Protect or enforce Rosy Wellness's rights and properties; and/or
- Protect or enforce the rights and properties of others (which may include you), assuming that Rosy Wellness believes it has an obligation to do so.

Rosy Wellness reserves the right to use your personal and non-personal information when:

- Required by applicable law, court order or other governmental authority (including, without limitation and by way of example only, in response to a subpoena or other legal process); and/or
- Rosy Wellness believes in good faith that such use is otherwise necessary or advisable (including, without limitation and by way of example only, to investigate, prevent, or take legal action against someone who may be causing injury to, interfering with, or threatening the rights, obligations or properties of Rosy Wellness, a user of the Site and/or the App (which may include you) or anyone else who may be harmed by such activities or to further Rosy Wellness's legitimate business interests).

5. DISCLAIMER OF HIPAA APPLICABILITY.

Rosy Wellness is not a "covered entity" as defined in the federal medical record privacy statute known as the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations issued under that law ("**HIPAA**"). Additionally, with respect to the personal information that Rosy Wellness will obtain about you, Rosy Wellness is not a "business associate" under HIPAA. Therefore, even though your personal information contains medical information that is the type of information commonly protected under HIPAA, it is not subject to any of the protections available to you under HIPAA. HIPAA is inapplicable to Rosy Wellness's relationship with you.

6. DISCLAIMER OF CCPA APPLICABILITY.

Rosy Wellness is not subject to regulation under the California Consumer Privacy Act of 2018 (the “*CCPA*”). Therefore, even if you are a California resident and Rosy Wellness may have personal information about you that is the type of information that is subject to the CCPA, the CCPA is not applicable to Rosy Wellness or to Rosy Wellness’s relationship with you.

7. SHARING OF INFORMATION COLLECTED.

Rosy Wellness reserves the right, but not the obligation, to share your personal information with the following:

- Rosy Wellness’s employees, agents, and administrators;
- Rosy Wellness’s accountants, financial advisors, and legal advisors;
- Rosy Wellness’s parents, subsidiaries, and affiliates;
- Service providers and other third parties who help Rosy Wellness provide, manage, administer, maintain, monitor, distribute, operate, or facilitate the Site and/or the App, who help Rosy Wellness develop, market or provide its products and services, or who help further Rosy Wellness’s business efforts, e.g., web hosting companies, website administrators, mobile app distribution platforms, support services companies, data analytics and analysis companies, advertising partners, and payment processing vendors (including, for example, through the Apple App Store), as needed in order for them to perform such services;
- Law enforcement or other governmental entities in response to what Rosy Wellness believes to be an allegation or suspicion of illegal activity, a request relating to a civil or criminal investigation, an allegation or suspicion of illegal activity, a subpoena, a court order, or any other activity that may expose Rosy Wellness to liability if it does not act or comply;
- Any third parties who Rosy Wellness believes are necessary to help or allow Rosy Wellness to protect and enforce its rights and properties, including, without limitation, to enforce its rights under Rosy Wellness’s [TERMS AND CONDITIONS](#) or any other agreements it has with you, and to protect and enforce its intellectual property rights; and/or
- Any third parties who Rosy Wellness believes are necessary to help or allow Rosy Wellness to protect the rights and properties of others (which may include you), assuming that Rosy Wellness believes it has an obligation to do so.

Rosy Wellness also reserves the right to share your personal information with third parties in connection with or as a result of any potential or actual merger, acquisition or other event involving a change in ownership or control of Rosy Wellness or Rosy Wellness's business (whether by sale of assets, merger, stock purchase or otherwise).

Rosy Wellness also reserves the right to use data collected on, through, or in relation to the Site and/or the App (including, without limitation, your personal information) for use in conducting medical research, studies, and publications (and any other research, studies, and publications) and to share the same with third parties; provided, however, that any such use of such data will be on an anonymized basis.

Rosy Wellness does not limit the ways in which it might use or share non-personal information – and Rosy Wellness reserves the unencumbered right, but not the obligation, to use or share non-personal information – because non-personal information does not identify you. For example, Rosy Wellness may freely share non-personal information with its parent, subsidiary and affiliated companies, its vendors, its suppliers, its representatives and its customers, as well as with other individuals, businesses and government entities.

You may choose to share certain information and/or follow other users on the Site and/or the App. You may choose to share your contact information with other users or provide it publicly.

8. DATA RETENTION.

Rosy Wellness may retain your personal information and non-personal information for as long as it believes necessary; as long as necessary to comply with its legal obligations, resolve disputes, and/or enforce its agreements; and/or as long as needed to provide you with the products and/or services of the Site, the App, and/or Rosy Wellness. Rosy Wellness may delete any such personal information or non-personal information at any time, except as set forth in any other agreement or document executed by Rosy Wellness or as required by law. Notwithstanding the foregoing and for the avoidance of doubt, Rosy Wellness may not retain your personal information and non-personal information for any period of time longer than is permitted by applicable law (including, without limitation, in consideration of any restrictions or requirements to destroy personal and/or non-personal information after a reasonable period following the time that any such information is no longer needed for a business purpose under the SHIELD Act or any other applicable federal or state law).

9. TRANSACTIONS.

In connection with any transaction that you conduct through the Site and/or the App (e.g., the payment of any subscription fees, the purchase or sale of any products on or through the Site and/or the App), you may be asked to supply certain information relevant to the transaction, including, without limitation, your credit card number and expiration date, your billing address, your shipping address, your phone number and/or your email address. By submitting such

information, you grant Rosy Wellness, without charge, the irrevocable, unencumbered, universe-wide and perpetual right to provide such information to third parties (e.g., payment processing companies, buyers on the Site and/or the App, sellers on the Site and/or the App) for the purpose of facilitating the transaction.

All credit card, debit card and other monetary transactions conducted on or through the Site and/or the App, if any and as applicable, shall occur through an online payment processing application accessible through the Site and/or the App. This online payment processing application is provided by Rosy Wellness's third-party online payment processing vendor, Stripe ("**Stripe**"). Additional information about Stripe, its privacy policy, and its information security measures (collectively, the "**Stripe Policies**") should be available on the Stripe website located at <https://stripe.com/privacy> or by contacting Stripe directly. Reference is made to the Stripe Policies for informational purposes only and they are in no way incorporated into or made a part of this Privacy Policy. Rosy Wellness's relationship with Stripe is merely contractual in nature, and Stripe is in no way subject to Rosy Wellness's direction or control; thus, their relationship is not, and should not be construed as, one of fiduciaries, franchisors-franchisees, agents-principals, employers-employees, partners, joint venturers or the like.

10. THIRD PARTY APPLICATIONS AND NETWORKS.

The Site, the App and/or any communications sent through or as a function of the Site and/or the App might contain links to third-party websites, networks, platforms, servers and/or applications. Third-party websites, networks, platforms, servers and/or applications might also contain links to the Site and/or the App.

In addition, you might have the opportunity to access the Site and/or the App using your online user accounts with certain third-party websites, networks, platforms, servers or applications, which might be subject to separate privacy policies pertaining to those third-party websites, networks, platforms, servers or applications. Rosy Wellness might also collect information from those third-party websites, networks, platforms, servers or applications (such as, for example, your name, gender, date of birth and personal interests, when you "like" or click links provided by or through those third-party websites, networks, platforms, servers, or applications and other information available through your online account or page with those third-party websites, networks, platforms, servers or applications).

Moreover, Rosy Wellness might permit third parties to use their own tracking, data aggregation and/or data analysis technologies like the ones described above (e.g., third-party cookies).

TO THE FULLEST EXTENT PERMITTED BY LAW, ROSY WELLNESS IS NOT RESPONSIBLE FOR, AND YOU HEREBY RELEASE ROSY WELLNESS FROM ANY AND ALL LIABILITY WHICH MAY ARISE FROM, SUCH THIRD-PARTY WEBSITES, NETWORKS, PLATFORMS, SERVERS AND APPLICATIONS (INCLUDING, WITHOUT LIMITATION, THE PRIVACY POLICIES AND PRACTICES OF SUCH THIRD-PARTY WEBSITES, NETWORKS, PLATFORMS, SERVERS AND APPLICATIONS). IT

IS YOUR RESPONSIBILITY, AND YOUR RESPONSIBILITY ALONE, TO CAREFULLY READ, ACCEPT AND COMPLY WITH ANY AND ALL RELEVANT TERMS OF USE, WAIVERS, AND PRIVACY POLICIES ASSOCIATED WITH THOSE THIRD-PARTY WEBSITES, NETWORKS, PLATFORMS, SERVERS AND APPLICATIONS.

11. SECURITY.

Rosy Wellness implements security measures to help protect the personal information it collects through the Site and/or the App. For example, Rosy Wellness may encrypt the transmission of information through the Site and/or the App by using secure socket layer (SSL) technology.

REGARDLESS OF THE FOREGOING, PLEASE OBSERVE THAT “PERFECT” OR “100%” SECURITY DOES NOT EXIST ON THE INTERNET. THEREFORE, YOUR ACCESS AND USE OF THE SITE OR THE APP, AND YOUR OPENING OF ANY COMMUNICATIONS SENT THROUGH OR AS A FUNCTION OF THE SITE OR THE APP, ARE DONE AT YOUR OWN RISK.

To help maintain the security of your personal information, Rosy Wellness asks that you please notify it immediately of any unauthorized visit, access or use of the Site and/or the App, or the loss or unauthorized use of your user access information for the Site and/or the App (e.g., username or password).

12. RETENTION, REVIEW, AND CHANGE OF INFORMATION COLLECTED.

You may request at any time that Rosy Wellness provide you with an opportunity to review and change your personal information collected through the Site and/or the App, if any, or to no longer use your personal information to provide you with any products or services. Please submit any such request (“*Request Concerning Personal Information*”) to privacy@meetrosy.com, with a subject line of “Your Personal Information.”

For each Request Concerning Personal Information, please state “Your Personal Information” in the email or letter subject line, and clearly state the following in the body:

- a. the nature of your request;
- b. that the request is related to “Your Personal Information;”
- c. your name, street address, city, state, zip code and email address; and
- d. whether you prefer to receive a response to your request by mail or email.

Rosy Wellness is not responsible for any Request Concerning Personal Information that is incomplete, incorrectly labeled or incorrectly sent. You are solely responsible for the accuracy and content of your personal information, and for keeping your personal information current and correct.

13. YOUR CALIFORNIA PRIVACY RIGHTS.

If you are a resident of the State of California and Rosy Wellness has an established business relationship with you, then, pursuant to Section 1798.83 of the California Civil Code, you have the right to request the following at any time: (a) information from Rosy Wellness free of charge regarding the manner in which Rosy Wellness shares certain personal information collected through the Site and/or the App with third parties who use such information for direct marketing purposes; and (b) the discontinuation (or opt-out) of Rosy Wellness's sharing of such information with such third parties. Please submit any such request ("*California Privacy Rights Request*") to privacy@meetrosy.com, with a subject line of "Your California Privacy Rights."

For each California Privacy Rights Request, please state "Your California Privacy Rights" in the email or letter subject line, and clearly state the following in the body:

- a. the nature of your request;
- b. that the request is related to "Your California Privacy Rights;"
- c. your name, street address, city, state, zip code and email address; and
- d. whether you prefer to receive a response to your request by mail or email.

Rosy Wellness is not responsible for a California Privacy Rights Request that is incomplete, incorrectly labeled or incorrectly sent. You are solely responsible for the accuracy and content of your personal information, and for keeping your personal information current and correct.

Further, Rosy Wellness does not respond to "do not track" (DNT) signals.

Finally, as explained further above, Rosy Wellness does not authorize third parties to collect your personal information when you use the Site and/or the App, except as expressly stated in this Privacy Policy. TO THE FULLEST EXTENT PERMITTED BY LAW, ROSY WELLNESS IS NOT RESPONSIBLE FOR, AND YOU HEREBY RELEASE ROSY WELLNESS FROM ANY AND ALL LIABILITY WHICH MAY ARISE FROM, SUCH THIRD PARTIES' UNAUTHORIZED COLLECTION OF YOUR PERSONAL INFORMATION.

14. IMPORTANT NOTICE TO NON-US RESIDENTS.

Rosy Wellness, the Site, the App, and the P.A. Pages are operated in the United States. Please be aware that your personal information may be transferred to, processed, maintained, and used on computers, services, and systems located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your country of origin. If you are located outside of the United States and choose to use the Site, the App, and/or the P.A. Pages, then you do so at your own risk.

15. MODIFICATIONS OF THIS PRIVACY POLICY.

ROSY WELLNESS MAY SUPPLEMENT, AMEND, OR OTHERWISE MODIFY THIS PRIVACY POLICY AT ANY TIME WITHOUT NOTICE TO YOU. SUCH SUPPLEMENTS, AMENDMENTS AND OTHER MODIFICATIONS WILL BE POSTED ON THIS OR A SIMILAR PAGE OF THE SITE AND/OR THE APP, AND SHALL BE DEEMED EFFECTIVE AS OF THEIR STATED EFFECTIVE OR MODIFICATION DATES. IT IS YOUR RESPONSIBILITY TO CAREFULLY REVIEW THIS PRIVACY POLICY EACH TIME YOU VISIT, ACCESS, REGISTER WITH OR USE THE SITE AND/OR THE APP.

AGAIN, BY VISITING, ACCESSING, REGISTERING WITH OR USING THE SITE OR THE APP, YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST-RECENT VERSION OF THIS PRIVACY POLICY, AS WELL AS THE MOST-RECENT VERSION OF ROSY WELLNESS'S [TERMS AND CONDITIONS](#), AND YOUR CONTINUING VISIT, ACCESS, REGISTRATION WITH OR USE OF THE SITE OR THE APP REAFFIRMS YOUR ACCEPTANCE AND AGREEMENT IN EACH INSTANCE.

16. MERGERS, ACQUISITIONS, AND OTHER BUSINESS TRANSACTIONS.

Rosy Wellness may decide to sell, buy, merge, or otherwise reorganize its business. If that occurs, you will be notified via email or a prominent notice on our website of any ownership change and any changes in the use of your personal information. These types of transactions may involve the disclosure of personal information to prospective or actual purchasers, or receiving it from sellers. Rosy Wellness will seek appropriate protection for personal information in these types of transactions.

17. SEVERABILITY.

If any term or condition of this Privacy Policy is deemed invalid or unenforceable by a court of law with binding authority, then the remaining terms and conditions shall not be affected, and the court shall reform the invalidated or unenforceable term or condition to the maximum extent permitted under the law and consistent with the intent of this Privacy Policy.

18. CONTACT US.

Please direct any questions you may have about this Privacy Policy to privacy@meetrosy.com, with a subject line of "Privacy Policy." The foregoing contact information may change from time-to-time by supplementation, amendment, or modification of this Privacy Policy.

19. MODIFICATION DATE.

This Privacy Policy was last modified on, and is dated effective as of, May 20, 2020.