

## Privacy Policy

### **Introduction.**

Welcome, this is the Privacy Policy and Personal Data Notice applicable for our website [www.newframeyourpain.com](http://www.newframeyourpain.com), encompassing its sub-domains and its mobile optimized versions. We also recommend you to read our Terms, along with any and all of our rules, guidelines and ancillary policies (if any), all included herein by reference.

This Policy applies to our Site, its web pages and any website that references this Policy, along with any of our operated websites and platforms, as well as any data we may collect across partnered and unaffiliated websites.

This Policy also applies to PI collected through the mobile version of our Site, independently of the mobile operative system, mobile device or browser you use to access it.

### **Definitions.**

The following defined terms will be used in this Policy, whether they are used in the singular or plural form, or in the masculine or feminine form.

<b>Privacy Policy</b> shall be referred to as the	<b>“Policy”</b>
<b>NewFrame Your Pain LLC</b> shall be referred to as	<b>“NewFrame” and “our”, “us” or “we”.</b>
<b>www.newframeyourpain.com</b> shall be referred to as the	<b>“Site”</b>
<b>A visitor or end user of our Site</b> is referred to as	<b>“you”, “your(s)” or “yourself”.</b>
<b>Personally Identifiable Information</b> shall be referred to as	<b>“PI”</b>
<b>Terms and Conditions of Service</b> shall be referred to as the	<b>“Terms”</b>

**PI**, as described in various privacy laws and information security standards, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

In addition, the terms **“collect”**, **“process”**, **“treat”**, **“use”**, **“share”**, **“disclose”**, **“divulge”** and analogous words shall be refer to your PI and other data collected from our visitors and end users.

All of the services provided by NewFrame via the Site shall be collectively referred to as the **“Services”**.

### **User Agreement & Registration.**

As a user of our Site, you will be asked to agree to this Policy by clicking on the “I Agree” checkbox on the registration form, pop-up box or other analogous means. Through that action, you thereby acknowledge and agree to the terms of this Policy, which is and constitutes a legal, binding agreement between you and NewFrame.

Overall, this Policy is freely available for your review prior to registration, and if you do not agree to its terms, your remedy shall consist of not registering an account, and exiting the web tab though which you visited our Site.

The NewFrame team does every possible effort to keep your trust; and thus we adhere to these general privacy principles, in order to defend your privacy:

- NewFrame does not rent or sell your PI.
- NewFrame does not divulge your contact information to third parties or other users without your consent.
- Any PI that you give to NewFrame will be protected by industry standard technology and codes of ethics.

For purposes of this Policy, the Site shall be the initial point of contact between you and NewFrame, and will serve as the point of collection of any personal data you may provide us.

We constantly try to develop our user experience, and continuously work in order to:

- notify you concerning the ways in which your personal information may be utilized and shared (overseas included);
- preserve the security and protection of your personal details; and/or
- enforce the accessibility of your personal information in order for you to exercise your right of correction of said information.

Accordingly, by registering with us and/or otherwise using our products and services, you consent to the collection, transfer, processing, storage, and disclosure of your PI as described in this Policy.

**User eligibility.**

You must at least be eighteen (18) years of age or older to use our services. For purposes of clarification, we do not legally accept users under such age into our services.

We reserve the right to request any and all applicable proof of identification and consent proof from our users, at any moment, without prior notice, and at our sole and final discretion. Upon the failure to provide such proof of age, we reserve the right to immediately freeze, block or cancel the account, with no liability.

**How do We Collect Information?**

When ordering or registering on our Site, as appropriate, you may be asked to enter your name, email address, mailing address or other details to help you with your experience. We collect information from you when you register on our Site, place an order, subscribe to a newsletter or enter your email address, to receive a download, respond to a survey, fill out a form, use live chat, register as a member or enter information on our Site.

Generally, through the provision of the Services, NewFrame will collect the following types of PI:

<u>Personal Information.</u>	Includes information that can be used to personally identify an individual person, such as: (e.g. phone number, name (first and last), personal profile picture, email address, phone number). Accordingly, you hereby represent and warrant to NewFrame that you have the necessary rights and authorizations required for the disclosure of any and all PI. For more information on copyright and intellectual property rights, please visit our Terms.		
	Personal Information collected will include, but will not be limited to:		
	Name and Surname	Email address	Phone number
	Date of birth, race, age,	Address, City, Region	
<u>Non-Personal Information.</u>	Includes information that cannot be used to personally identify an individual person, such as anonymous usage data, general demographic information that we may collect, such as number of clicks, platform types, preferences you submit and preferences that are generated based on the data you submit.		
<u>Personal Information</u>	Such as aggregate user statistics, analytics, demographic information, and web site usage information. As our user, you will generally be able to control and select the amount and		

<u>Collected via Third Party Tools.</u>	type of PI you may disclose to us.
<u>Personal Information Collected via Social Media Integration.</u>	We may allow our users to use single sign on authentication services such as those provided by Facebook, Google and others (if available). Henceforth, the Site might provide an option of using your social media credentials and, thus, by such action, we will collect your PI as given by such third party platforms, but never more than the PI these platforms disclose. Collected PI from such third parties will include, but will not be limited to, friend lists, email, image gallery, likes and other information. If you close your social media account, or if you deauthorize our access, your access to our Site may be suspended. For more information, please read the terms and policies of such third party platforms. Please take into account that such third party social media platforms may disclose and share your personal information according to their own rules, guidelines and policies.
<u>Technical Information Collected via the Site.</u>	As you navigate through a website, certain information can be passively collected (that is, gathered without you actively providing the information) using various technologies and means, such as Internet Protocol addresses, cookies, Internet tags, and navigational data collection.
<u>Internet Protocol (IP) addresses.</u>	An IP Address is a number assigned to your computer by your Internet service provider so you can access the Internet and is generally considered to be non-personally identifiable information, because in most cases an IP address is dynamic (changing each time you connect to the Internet), rather than static (unique to a particular user's computer). We use your IP address to diagnose problems with our server, report aggregate information, determine the fastest route for your computer to use in connecting to our Website, and administer and improve services to our consumers.
<u>Cookies.</u>	A "cookie" is a bit of information that a website sends to your web browser that helps the site remember information about you and your preferences.
<u>Internet tags.</u>	Also known as single-pixel GIFs, clear GIFs, invisible GIFs, and 1-by-1 GIFs, they are smaller than cookies and tell the Site's server information such as the IP address and browser type related to the visitor's computer. This Site uses Internet tags.
<u>Navigational data.</u>	Also known as "log files," "server logs", "clickstream" data and "Internet Tags", they are used for system management, to improve the content of the site, market research purposes, and to communicate information to visitors.

### **Why do We Collect Personal Information?**

We will store your PI for the purposes of managing your collaboration with other users, improve your user experience, send newsletters and contact you about inquiries for our Services. Overall, we use the collected PI in order to:

- Provide our Services. To personalize your experience and to allow us to deliver remote software as a service product instances, which include but are not limited to, digitally manage user profiles, improve the quality of the service, registrations drop-ins, send automatic invoices and receipts, responding to customer service requests, process transactions, and to follow up with them after correspondence (live chat, email or phone inquiries).

- Facilitate account creation and logon process. If you choose to link your account with us to a third-party account (such as your Google or Facebook account), we use the information you allowed us to collect from those third parties to facilitate account creation and logon process for the performance of the contract. We also use your email to verify your account with us and to send password retrieval links.
- Post testimonials. We post testimonials on our Site that may contain personal information. Prior to posting a testimonial, we will obtain your consent to use your name and the content of the testimonial. If you wish to update, or delete your testimonial, please contact us.
- Request user feedback. We may use your information to request feedback and to contact you about your use of our Site, to administer a contest, promotion, survey or other site feature, and to send specific lessons according to the level of English or your specified interests.
- Enable user-to-user communications. We may use your information in order to enable user-to-user communications with each user's consent.
- Manage user accounts. We may use your information for the purposes of managing our account and keeping it in working order.
- Send administrative information to you. We may use your personal information to send you product, service and new feature information and/or information about changes to our terms, conditions, and policies.
- Protect our Services. We may use your information as part of our efforts to keep our Site safe and secure (for example, for fraud monitoring and prevention).
- Respond to user inquiries/offer support to users. We may use your information to respond to your inquiries and solve any potential issues you might have with the use of our Services.
- Send you marketing and promotional communications. We and/or our third-party marketing partners may use the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. For example, when expressing an interest in obtaining information about us or our Site, subscribing to marketing or otherwise contacting us, we will collect personal information from you. You can opt-out of our marketing emails at any time.
- Deliver targeted advertising to you. We may use your information to develop and display personalized content and advertising (and work with third parties who do so) tailored to your interests and/or location and to measure its effectiveness.
- Enforce our terms, conditions and policies for business purposes, to comply with legal and regulatory requirements or in connection with our contract.
- Respond to legal requests and prevent harm. If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.

NewFrame will keep any collected PI only as long as it is legally necessary, with regard to the purpose of its processing. Upon the case of PI which is stored by our sub-processors, the data will be stored on their secure servers as indicated on their respective privacy policies from time to time.

If you do not wish to disclose any or part of your PI to us, you may still be able to use some of the functionalities of our Site, though we will not be able to guarantee that you will be able to enjoy them at their fullest if you elect not to disclose it to us.

## Disclosure of Personal Information.

Through the provision of its Services, NewFrame may need to disclose the following PI:

<u>Disclosure to Affiliates and Partners.</u>	We may share your data with third-party vendors, service providers, contractors or agents who perform services for us or on our behalf and require access to such information to do that work. Examples include: payment processing, data analysis, email delivery, hosting services, customer service and marketing efforts. We may allow selected third parties to use tracking technology on the Site, which will enable them to collect data on our behalf about how you interact with our Site over time. This information may be used to, among other things, analyze and track data, determine the popularity of certain content, pages or features, and better understand online activity.
<u>Disclosure to Business Successors.</u>	If our business is sold or merges in whole or in part with another business that would become responsible for providing the Site to you, we retain the right to transfer your PI to the new business. The new business would retain the right to use your PI according to the terms of this Policy as well as to any changes to this privacy notice as instituted by the new business. We will also retain the right to transfer your PI if our company files for bankruptcy and some or all of our assets are sold to another individual or business.
<u>Lawful Disclosure.</u>	If we, or our affiliates, clients, contractors, licensors, officers, agents and/or representatives, reserve the right to allow access to any of your PI when we think it is reasonably important or when you violate the terms mentioned in this policy. Hereafter, we will have the right to disclose any or all gathered PI and/or data, when the following circumstances arise: (i) if necessary under an applicable law; (ii) in reply to a legal demand or subpoena from an agency of the law; (iii) to protect ourselves and our affiliates from any legal third party claims and procedures that may be brought to us (inclusive of takedown notices); and/or (iv) to prevent or cause cessation of any undertakings that may be construed by us as having the ability to be or cause a predicament or hazard to us.
<u>Vital Interests.</u>	We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.

## Disclosure of PI to Third Party PI Processors.

In order to provide our services, we use third-party platforms and tools, such as those provided by Stripe, Google and Amazon, among other providers. Please be aware that such platforms are governed by their own terms, policies and personal data collection practices and policies. Accordingly, by acknowledging your consent to this Policy, you are also acknowledging the applicable terms and conditions of such third party platforms, which provide functionalities that include aggregated statistics. Upon the case of any discrepancy or conflict among this Policy and the terms of them, the terms of the latter entities will govern.

Our Site may also present our commercial partner's hyperlinks as well as those of other third parties. Once you have used these links to leave our Site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information that you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Here is an updated list of any sub-processors that will be involved in the processing of your PI due to the provision of our service and will inform you of any intended material changes concerning the addition or replacement of sub-processors before such changes are effective, thereby giving you the opportunity to object to such changes.

### **Commercial Message Communications Authorization.**

Occasionally, we will ask you for express permission and approval to receive electronic messages in electronic format which are then sent to an electronic address and that contains a message asking recipients to participate in commercial activities such as newsletters, purchase of products, services and invitations to participate in surveys.

We will send you service-related announcements on occasions when it is necessary to do so. For instance, if our service is temporarily suspended for maintenance, or a new enhancement is released, which will affect the way you use our services, we might send you an email. Generally, you may not opt-out of these communications, which are neither commercial nor promotional in nature.

Generally, you have the right to object to the processing of your personal data if grounds for this objection is to direct marketing. Henceforth, if you no longer wish to receive email update and other commercial communications and messages, you may opt-out of receiving them by following the instructions included in each update or communication.

### **Cookie Policy.**

Periodically, we may place what are known as ‘cookies’ inside your device for the purpose of tracking and collecting data in regard to your utilization of our Site and our Services. These files are small texts that our site transfers to your computer device, and which allow us to recognize you and obtain certain data. By agreeing to accept our use of cookies, you are giving us, and the third parties we partner with, permission to place, store, and access some or all the cookies described below on your computer:

- Necessary Cookies. These cookies are necessary for proper functioning of the Site, such as displaying content, logging in, validating your session, responding to your request for services, and other functions. Most web browsers can be set to disable the use of cookies. However, if you disable these cookies, you may not be able to access features on our website correctly or at all.
- Functional Cookies. These cookies enable the Site to remember a user’s choices – such as their language, user name, and other personal choices – while using the Site. They can also be used to deliver services, such as letting a user make a blog post, listen to audio, or watch videos on the Site.
- Demographics and Interests Reporting Cookies. These cookies allow websites to link the actions of a user during a browser session. They may be used for a variety of purposes, such as remembering what a user has put in their shopping cart as they browse a website. Session cookies also permit users to be recognized as they navigate a website so that any item or page changes they make are remembered from page to page. Session cookies expire after a browser session; thus, they are not stored long term.
- Persistent Cookies. These cookies are stored on a user’s device in between browser sessions, which allows the user’s preferences or actions across a website (or, in some cases, across different sites) to be remembered. Persistent cookies may be used for a variety of purposes, including remembering users’ choices and preferences when using a website or to target advertising to them.

We may also collect and use the data contained in *log files*, which may include your IP address, your ISP, the browser you used to visit our platform, the time you visited our platform and which sections you visited.

When you access our platform via a mobile device, we may use your mobile device ID (i.e. the unique identifier assigned to a mobile device by the manufacturer) and/or Advertising ID (for Apple iOS 6 and later) instead of cookies in order to recognize you and track displayed web pages, along with their performance.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. If you wish so, you can easily disable cookies on your web browsing software by following the step-by-step guides located at [www.allaboutcookies.org](http://www.allaboutcookies.org) and at [www.youronlinechoices.com](http://www.youronlinechoices.com).

### **Advertising, Opt-out Choice.**

We, along with third-party vendors such as Google use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together

From time to time, we may use Google Analytics, Ad Words, Double Click and/or Ad Sense tracking codes, and other third-party software tools (such as remarketing codes) in order to collect information and marketing analytics about the manner in which you browse our platform and services.

The served ads will be targeted based on your previous browsing history, and may include retargeting codes. For example, third-party vendors may show you NewFrame's ads on certain websites across the Internet, even after you leave our platform. The collected information is anonymized, meaning it cannot be tracked back to individuals. Using such tools, we learn how to optimize, and serve ads based on a user's past visits, providing you with a better user experience.

Google's advertising requirements can be summed up by Google's Advertising Principles. Google, as a third-party vendor, uses cookies to serve ads on our site. Google's use of the DART cookie enables it to serve ads to our users based on previous visits to our site and other sites on the Internet.

Unlike cookies, device IDs cannot be deleted, but you can select to reset your Advertising IDs in the "Settings" section of your mobile device, among other.

You can learn more about how to opt-out by browsing Google's opting-out and privacy pages located at [www.google.com](http://www.google.com), or the Network Advertising Initiative website located at [www.networkadvertising.org](http://www.networkadvertising.org).

### **Do-Not-Track Disclosure.**

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected.

At this stage, no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

Users may opt-out of the use of the DART cookie by visiting the Google Ad and Content Network web page.

Users can set preferences for how Google advertises to you using the Google Ad Settings web page. Alternatively, you can opt out by visiting the Network Advertising Initiative Opt Out page or by using the Google Analytics Opt Out Browser add on.

### **Security of Collected Information.**

The security of your PI is important to us, but please remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your information, we cannot guarantee its absolute security.

You can be assured that personal information collected through the Site is secure and is maintained in a manner consistent with current industry standards. The importance of security for all personal information associated with our subscribers is of utmost concern to us. Your personal information is protected in several ways. We

protect inputted information by undertaking the reasonable technical and administrative security measures (e.g. firewalls, data encryption, physical & administrative access controls to the data and servers) that limit the risk of loss, abuse, unauthorized access, disclosure, and alteration.

Your personal information resides on a secure server that only selected employees and contractors have access to via password. In order to most efficiently serve you, credit card transactions and order fulfillment are handled by established third-party banking, processing agents and distribution institutions. They receive the information needed to verify and authorize your credit card or other payment information and to process and ship your order.

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed. If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with encryption systems. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all requirements and implement additional generally accepted industry standards.

### **Safety of Payment Information.**

If you make a purchase on our Site, we use a third party payment processor. Payments are encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. PCI-DSS requirements help ensure the secure handling of credit card information by our Site and its service providers.

All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover.

### **Notice to California Residents.**

Pursuant to the California Consumer Privacy Act of 2018 (the “CCPA”), NewFrame and its affiliates hereto provide the following notice regarding the categories of PI that we have collected or disclosed within the preceding twelve (12) months about California residents who are not employees, independent contractors, owners, directors, officers, or job applicants of NewFrame, or emergency contacts or benefits beneficiaries of the foregoing.

Henceforth, the CCPA provides you with the following rights:

- Requests for Information: you (or your authorized agent) can request a copy of your PI, including how we have collected, used, and shared your PI over the past 12 months (if any), including the categories of PI we collected and our purposes for doing so; the categories of sources for that information; the categories of third parties with whom we shared it for a business purpose and our purposes for doing so.
- Your Right to Opt Out of Sales: We do not sell your PI, thus, we don't offer opt out notices.
- Your Right to Notification: under the CCPA, we cannot collect new categories of PI or use them for materially different purposes without first notifying you.
- Nondiscrimination for exercising your CCPA Rights: the CCPA prohibits us from discriminating against you for exercising your rights under the law. Such discrimination may include denying services, charging different prices or rates for services, providing a different level or quality of services, or suggesting that you will receive a different level or quality of goods or services as a result of exercising your rights.
- Your Right to Delete PI: you can request that we delete your PI by contacting NewFrame. You also can request that we delete specific information, and we will honor such requests, unless a due exception applies, such as when the information is necessary to complete a transaction, verify a fraud, review a

chargeback or contract for which it was collected or when it is being used to detect, prevent, or investigate security incidents, comply with laws, identify and repair bugs or ensure another consumer's ability to exercise their free speech rights or other rights provided by law.

- Please take into consideration that we may deny your deletion request if retaining the PI is necessary for us, our affiliates or our service providers in order to:
  - Complete the transaction for which we collected the PI information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you;
  - Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;
  - Debug our products to identify and repair errors that impair existing intended functionality;
  - Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law;
  - Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.);
  - Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us;
  - Comply with a legal obligation that has substantive grounds;
  - Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Overall, we have, may collect or will collect the following categories of PI from our users, customers and individuals, as necessary to fulfill our legal obligations and operational business purposes:

- Personal information, as defined in the California customer records law, such as contact information and financial information;
- Identifiers, such as online identifier, IP address and name;
- Financial information, such as transaction information and history and securities trading information and history;
- Internet or network activity information, such as browsing history and interactions with our and other websites and systems;
- Geo-location data, such as device location and IP location;
- Audio, electronic, visual and similar information, such as video recordings created in connection with our business activities, such as your fitness videos and multimedia content; and
- Inferences drawn from any of the PI listed above to create a profile or summary about, for example, an individual's preferences and characteristics.

### **Governing Language.**

From time to time, this Policy may be translated into other languages for your convenience. The English language version of each of these documents shall be the version that prevails and governs your use of Site and our products and services. Upon the case of any conflict between the English language version and any translated version, the English language version will prevail.

### **Amendments to this Policy.**

Periodically, and at the final discretion of ourselves, we may update, change, suspend and/modify or our Site, our services, this Policy and/or our Terms, in whole or in part. We hereby reserve such right in order to operate our

business and protect ourselves. Your use after any changes indicate your acceptance thereof and we will post a notice regarding such changes on our Site, and may also write an email to you or otherwise notify you.

**Contact.**

If you have any questions or comments about us, our Site, our Terms and/or this Policy, please contact us at:

| Email: [tylerwes@newframeyourpain.com](mailto:tylerwes@newframeyourpain.com)

**Date of last effective update is June 6th, 2021.**