

***Website and Back-Office Privacy Policy***

You have entered a “replicated website,” of an Independent Ambassador for Oola Global, Oola Global, LLC, or a mobile application (“App”) operated by Oola (referred to herein as “Oola”, “our”, “us” or “we”). The Site is operated by Oola, and hosted at Epic.io, Oola’s third-party cloud hosting provider. The information you submit on this Site is sent to / accessed by Oola and not the Independent Ambassador to whom this Site is assigned (except as set forth in this privacy policy). By visiting this Site and providing information to Oola you consent to the following privacy policy, use and disclosure of information.

**INFORMATION COLLECTION**

***Personally Identifiable Information***

Through your use of or visits to the Site, you may be required or requested to provide personally identifiable information to us. Personally identifiable information is any piece of information that can potentially be used to uniquely identify, contact, or locate a single person including names, addresses, email addresses, telephone numbers, social security and tax identification numbers, and credit card or banking information.

***Ambassador and Customer Information***

In order to become an Ambassador or Member, you must provide biographical and contact information (such as name, mailing address, telephone numbers, and email address) to us. Ambassador applicants must also provide personal information such as an applicant’s Social Security Number or Federal Tax ID Number so that we may prepare and file necessary non-employee compensation forms for the IRS. Ambassadors and customers are also required to provide payment information (such as credit card, debit card, or checking account information). We use this information to maintain contact with Ambassadors and customers, to process Ambassador and customer orders, and for billing purposes.

**INFORMATION USE & SHARING**

***Personally Identifiable Information***

Oola DOES NOT share personally identifiable information except with contracted service providers as may be necessary to: (a) process orders and/or returns and obtain payment; (b) complete an enrollment as an Ambassador or Member; (c) maintain our genealogy database; (d) issue payment and report income to taxing authorities; (e) maintain communication with you; and (f) to assist law enforcement in an investigation, and/or (g) inform your upline Ambassadors of compliance activity in relating to your Ambassador account, or as necessary to apprise upline Ambassadors on compliance matters within their downline organization. We also provide personally identifiable information: (a) to upline Ambassador(s) as described in the Genealogy Information section; and/or (b) to

list the Ambassador on the Company's Ambassador locator feature on the Company's website; (c) to assign a sales or enrollment lead to an Ambassador; (d) to governmental agencies as required pursuant to law.

### ***Genealogy Information***

As a network marketing company, Oola provides certain information to Ambassadors regarding the other Ambassadors and Customers enrolled in an Ambassador's downline marketing organization. If you enroll as an Ambassador or Member with Oola, your name, address, email address, telephone number, rank and sales volume information will be provided to other Ambassadors as downline genealogy information. No other personally identifiable information will be shared with other Ambassadors. Information relating to downline Ambassadors is made available to Oola Ambassadors subject to a confidentiality and non-solicitation covenant in the agreement that each Ambassador enters into with Oola. However, Oola does not warrant that other Ambassadors will adhere to the confidentiality and non-solicitation covenants, and Oola shall not be responsible for Ambassadors' violation of these covenants.

### ***Sales Information***

If you make a purchase from an Ambassador's Replicated Website, we will provide the Ambassador to whom this Site is assigned with your name, contact information, a description of the item(s) purchased, and the sales volume associated with the purchase. No other personally identifiable information will be shared with the Ambassador.

### ***Aggregate Information (non-personally identifiable)***

Oola may share aggregated demographic information with our partners, vendors, suppliers, third party providers, and advertisers. This is not linked to any personally identifiable information.

### ***Business Transitions***

In the event Oola goes through a business transition, such as being acquired by another company, or selling all or part of its assets, the personal information of Ambassadors and customers will, in most instances, be part of the assets transferred. In such a case your personally identifiable information will be subject to the privacy policy of the entity that acquires Oola.

### ***Lead Assignment and Ambassador Locator Features***

Oola occasionally will assign prospective sales and new Ambassador leads to Ambassadors. In these cases, we will provide the lead with the appropriate Ambassador's name and contact information and/or provide an Ambassador with the prospective lead's name and contact information. In addition, Oola has an Ambassador Locator feature on its website. Pursuant to this feature, a prospective customer or new Ambassador can locate a nearby Oola Ambassador. In order to make the Ambassador Locator feature and the lead assignments effective, the company will provide the prospective customer or new Ambassador with the Ambassador's name and contact information, which may include his/her telephone number, address, and/or email address.

***Legally Required Law Enforcement, Judicial and Administrative Agency Disclosures***

Oola will provide confidential and personally identifiable information as necessary to comply with judicial and administrative orders, subpoenas, Civil or Criminal Investigative Demands, Administrative and Regulatory demands or legal obligations. In order for Oola to conduct business in certain jurisdictions, Oola may be called upon to disclose certain personally identifiable and confidential information to regulatory authorities in those jurisdictions. Such information may include, but is not limited to, income information and personally identifiable information. We will provide such information as we deem necessary.

***Surveys***

It may become necessary to conduct surveys of our customers or Ambassadors. Should we deem it necessary to conduct a survey, we may outsource the survey to a third party. We will provide the third party survey company with your personal information as is necessary for the third party survey company to conduct the survey and to those third parties whom we engage to review and analyze the results of the survey. We will not provide your social security number, credit card or banking information to the survey provider.

**COMMUNICATIONS FROM US**

***Special Offers and Updates***

Oola sends all new Ambassadors and Members a welcoming email and text messages. All Ambassadors and Members will occasionally receive information on the Oola business, products, services, special deals, and a newsletter.

***Service Announcements***

On rare occasions it is necessary to send out a strictly service related announcement. For instance, if our service is temporarily suspended for maintenance, we might send Ambassadors and/or Members an email. Generally, Ambassadors and Members may not opt-out of these communications, though they can deactivate their account. However, these communications are not promotional in nature.

***Ambassador and Customer Service***

Oola communicates with Ambassadors and Members via email, regular mail, text message, and telephone on a regular basis to provide requested services and in regards to issues relating to their Oola business and products. Oola communicates with customers with respect to products or services purchased by such customers from Oola, or which customers may be interested in. Such communications may be by email, regular mail, text message or telephone. Oola also communicates with Ambassadors through leaving messages in Ambassadors' Back-Offices. Text rates may apply.

## MISCELLANEOUS

### *Dispute Resolution*

While we certainly hope that we never have a dispute with our beloved visitors, if the unfortunate circumstance arises that we have a dispute that arises from or relates to your privacy rights or this privacy policy, you agree that we will first seek to resolve the dispute informally. You will notify us of the dispute within 90 days from which you first learn of the dispute by submitting an email to [Support@Oolalife.com](mailto:Support@Oolalife.com). If we do not successfully resolve the dispute informally within 60 days from the date on which you first visit the Site, **you agree that subject to the exceptions listed below, all disputes (including questions whether a dispute is subject to arbitration) will be resolved through confidential binding arbitration. You also agree to waive all rights to pursue class action lawsuits, class-wide arbitrations, and any other proceeding in which someone acts in a representative capacity against Oola. You further waive all rights to combine proceedings with the claim(s) of any other individual or entity.** All arbitration will be held in Salt Lake City, Utah and administered by JAMS Endispute according to its Streamlined Rules of Arbitration, available at <https://www.jamsadr.com/rules-streamlined-arbitration/>. Arbitration shall be governed by the Federal Arbitration Act and the law of the State of Utah.

Disputes not covered by this Class Action Waiver and Arbitration Agreement:

- Any action you bring if you have properly opted-out of arbitration. You may opt-out by sending notice to [support@Oolalife.com](mailto:support@Oolalife.com). You must submit your opt-out notice within five days from the date of first visit to the Site.
- If your claim is within the jurisdictional limits of the small claims court in which you reside, you may pursue an action in your local small claims court.
- If you are an Oola independent Ambassador and you combine a claim that is covered by this Arbitration and Class Action Waiver with a claim to which Oola's Arbitration and Dispute Resolution Policy for Ambassador disputes applies, the disputes will be combined and resolved according to Oola's Arbitration and Dispute Resolution Policy contained in Oola's Terms & Policies that are applicable to Oola independent Ambassadors.

To institute informal dispute process, submit a dispute notice to [support@oolalife.com](mailto:support@oolalife.com).

### *Changes to this Privacy Policy*

Oola reserves the right to amend or change this Privacy Policy at any time as is reasonably necessary. When material changes or amendments are made to the Privacy Policy, we will announce the same to all Ambassadors and Members either in the back office, via email, or both, for a period of at least 30 days prior to implementation of the amended Privacy Policy.

### ***Links***

Oola's websites may contain links to or from other sites. Please be aware that Oola is not responsible for the privacy practices of such other sites. We encourage users to be aware when they leave our site and to read the privacy statements of each and every website that collects personally identifiable information. This privacy statement applies solely to information collected by Oola websites.

### **California Online Privacy Protection Act Compliance**

Because we value your privacy we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent.

### **Children's Online Privacy Protection Act Compliance**

We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act); we do not knowingly collect any information from anyone under 13 years of age. Our website, products and services are all directed to people who are at least 13 years old or older.

### **Online Privacy Policy Only**

This online Privacy Policy applies only to information collected through our website and not to information collected offline.

### ***Questions***

Questions regarding this Privacy Policy should be directed to [support@oolalife.com](mailto:support@oolalife.com).

### ***Effective Date***

The effective date of this Privacy Policy is June 1, 2021.

### ***California Residents please see below for your privacy rights.***

This California Consumer Privacy Act disclosure page ("Disclosure") supplements the Oola Website and Back Office Privacy Policy (the "Policy") is effective as of January 1, 2021. This Policy describes the personal information that we collect, the sources from which we collect it, the purposes for which we use it, the limited circumstances under which we share personal information, and with whom we share it. These additional disclosures are required by the California Consumer Privacy Act:

1. **Categories of personal information collected.** The personal information that Oola collects, or has collected from consumers in the twelve months prior to the effective date of this Disclosure, fall into the following categories established by the California Consumer Privacy Act:
  - identifiers such as your name, alias, address, phone numbers, or IP address;
  - personal information, such as a credit card number;
  - age, gender, or other protected classifications;
  - commercial information, such as purchase and content streaming activity;
  - Internet or other electronic network activity information, including content interaction information, such as content downloads, streams, and playback details;

- geolocation data, such as the location of your device or computer; and
  - professional information, for example data about your sales activities, commissions, etc.
2. **Categories of personal information disclosed for a business purpose.** The personal information that Oola disclosed to the third parties identified in the “Information Use and Sharing” section of the Policy about consumers for a business purpose in the twelve months prior to the effective date of this Disclosure fall into the following categories established by the California Consumer Privacy Act:
- identifiers such as your name, address, phone numbers, or IP address, for example if we use a third party carrier to deliver your order;
  - personal information, such as a credit card number, for example if we use a third party payment processor;
  - your age, gender, or other protected classifications;
  - commercial information, such as the details of a product or service you purchased if a third party service provider is assisting to provide that product or service to you;
  - internet or other electronic network activity information, such as if we use a service provider to help us gather crash reports for analyzing the health of our devices and services;
  - geolocation data, such as providing a delivery partner the location of your vehicle in order to deliver a package;
  - audio or visual information, for example if a service provider creates, edits, or reviews such information as part of creation of media;
  - education information, for example coursework you may undertake as part of the program; and
  - professional information, for example if we provide your account details to a service provider for verification as part of enrollment or other reasons.
3. **Right to Request Access to or Deletion of Personal Information:** You may have the right under the California Consumer Privacy Act to request information about the collection of your personal information, or access to or deletion of your personal information. If you wish to do any of these things, please send an email to [support@oolalife.com](mailto:support@oolalife.com).
4. **No sale of personal information.** In the twelve months prior to the effective date of this Disclosure, Oola has not sold any personal information of consumers, as those terms are defined under the California Consumer Privacy Act.
5. **No Discrimination.** Oola will not discriminate against any consumer for exercising their rights under the California Consumer Privacy Act.