PRIVACY POLICY

Last Updated: 2/5/2021.

This Privacy Policy ("Policy") applies to the use of Gunnison Sports Outfitters/GSO Fishing, a[n] Colorado limited liability company ("Owner") website located at www.gsofishing.com ("Website") by any user or visitor ("You" or "Your") of the Website (Owner and You collectively "Parties" and each a "Party").

This Policy describes how Owner collects, uses, and discloses information in the United States. The United States may not offer a level of privacy protection as great as that offered in other countries. In jurisdictions outside of the United States where Owner is subject to different or more restrictive local laws, Owner may adjust its practices in those jurisdictions to comply with local laws. Otherwise, Owner makes no representation that the practices described in this Policy are compliant with laws outside of the United States that apply to the collection, security, use, and disclosure of information. Information that is collected or stored in jurisdictions outside of the United States or other locations. When information is transferred to the United States, it will be handled in accordance with the laws of the United States.

By using the Website, You agree to the privacy practices described in this Policy. This Policy applies solely to information collected by the Website.

I. INFORMATION COLLECTED. The Website collects two kinds of information (collectively, "Information") about You: (a) personally identifiable information; and (b) non-personally identifiable information. Owner is the sole owner of the Information collected on the Website. Owner only has access to collect Information that You voluntarily provide Owner.

A. <u>Personally Identifiable Information</u>. Personally identifiable information is information that identifies You or another person. When You engage in certain activities on the Website, Owner may ask You to provide certain personal information about Yourself, including: (i) Your name, address, phone number, email address, and other basic contact information; (ii) Your preferences, content, access device information, and payment information, including credit card numbers and bank account numbers; (iii) reviews, photographs, videos, and other content; and (iv) communications and other messages, including correspondence between Owner and You. You may decline to provide personally identifiable information through the Website. However, depending on the activity, some of the information Owner asks You to provide is mandatory. If You decline to provide the mandatory information for a particular activity that requires it, Owner may not be able to provide that service to You.

B. <u>Non-Personally Identifiable Information</u>. Non-personally identifiable information is information that does not identify You or another person. Non-personally identifiable information includes: (i) session and usage data; (ii) log data; and (iii) aggregate information.

i. Session and Usage Data. Session and usage data is information about Your use of the Website, without limitation, connection and service-related data submitted to Owner through the use of the Website. Session and usage data includes information relating to the

connection request, server communication, and data sharing, including: network measurements; quality of service; time and date of the use of the Website; and upon Your consent, Your location. Owner may also aggregate session and usage data as described in the aggregate information section below. Session and usage data does not include any personally identifiable information nor does it include content You may transmit or share through the use of the Website (such as name, address, and calendar appointments).

ii. Log Data. When You interact with Owner or use the Website, Owner's systems may automatically collect Your unique user device number, the IP address, type of browser or operating system You use, and the dates and times of Your use.

iii. Aggregate Information. Aggregate information is data Owner collects about a group or category of services or users from which individual user identities have been removed. In other words, information on how You use the Website, may be collected and combined with information about how others use the Website, but no personally identifiable information will be included in the resulting aggregate information. Aggregate information helps Owner understand trends in Owner's users' needs so that Owner can better consider new features or otherwise tailor the Website.

II. HOW WE USE YOUR INFORMATION. Owner will NOT sell Your Information. Owner may use Your Information as follows:

Α. **Personally Identifiable Information**. Owner may use Your personally identifiable information to: (i) provide products and services; (ii) resolve disputes, calculate and collect fees, and troubleshoot problems; (iii) verify Your identity and the information You provide; (iv) encourage a safe online experience and enforce Owner's policies; (v) customize Your experience, analyze usage of the Website, improve and measure interest in Owner's products and services, and inform You about the Website, services, products, and updates; (vi) provide You with information that may affect Your use of the Website, the products and services; (vii) advertise Owner's services to You or suggest additional features; (viii) provide customer service, including receipts; and (ix) perform certain other business activities. During the course of Owner's business, Owner may use Your personally identifiable information to deliver information to You that is targeted to Your interests. Upon receipt of the first communication of this type, You will have the opportunity to opt-out of future communications by clicking on unsubscribe link or by following unsubscribe instructions described within the communication or otherwise notifying Owner at alison@BecauseICanClan.com. Owner may, however, send You messages through email, text message or other means of communications as part of Owner's services regarding administrative matters, updates, disputes, and customer service issues regarding the products or services, and You will not be able to opt-out of receiving such messages. You can do the following at any time by contacting Owner via email: (a) verify what personally identifiable information Owner has about You, if any; (b) change, correct or delete any personally identifiable information Owner has about You; and (c) express any concern You have about Owner's use of Your personally identifiable information. From time to time, Owner may implement solutions designed to more efficiently capture Your communications preferences. In any such event, Owner will strive to reflect any previously stated communicated preferences within such solutions. Owner may also use Your personally identifiable information

as Owner believes necessary or appropriate, in any manner permitted under applicable law, including laws outside your country of residence to: comply with legal process; respond to requests from public and government authorities, including public and government authorities outside Your country of residence; enforce our terms and conditions; protect Owner's operations; protect Owner's rights, privacy, safety or property, and/or that of Owner's affiliates, You or others; and allow Owner to pursue available remedies or limit the damages that Owner may sustain.

B. <u>Non-Personally Identifiable Information</u>. Owner may use Your non-personally identifiable information for any purpose, including, but not limited to, for Owner's own internal purpose to measure traffic patterns; to understand demographics, customer interest, and other trends among Owner's users; to provide, improve, and modify the Website; and for promotion and marketing purposes.

III.HOW OWNER MAY DISCLOSE YOUR INFORMATION.

A. **Personally Identifiable Information**. Owner may disclose, and You hereby consent to Owner's disclosing of Your personally identifiable information to: (i) service providers and others who help with Owner's business operations and assist in the delivery of Owner's products and services including, but not limited to, application development, Website hosting, maintenance, data analysis, infrastructure provision, IT services, customer service, email delivery services, payment processing, marketing, analytics, and enforcement of Owner's Terms of Service Agreement and other agreements; (ii) third parties in the event of a reorganization, merger, sale, debt financing of assets, joint venture, assignment, transfer or other disposition of all or any portion of Owner's business or assets (including in connection with any insolvency, bankruptcy, receivership or similar proceeding); (iii) an Owner subsidiary, affiliate or business partner; (iv) other users of the Website to identify You to anyone to whom You send messages or make comments through the Website; (v) persons or entities with whom You consent to have Your personally identifiable information shared; (vi) third parties in order to prevent damage to Owner's property (tangible and intangible), for safety reasons or to collect amounts owed to Owner; (vii) merchants and payment processors; and (viii) third parties as Owner believes necessary or appropriate, in any manner permitted under applicable law, including laws outside Your country of residence to: comply with legal process; respond to requests from public and government authorities, including public and government authorities outside Your country of residence; enforce Owner's Terms of Service Agreement and other agreements; protect Owner's operations; protect Owner's rights, privacy, safety or property, and/or that of Owner's affiliates, You or others; and allow Owner to pursue available remedies or limit the damages that Owner may sustain. Owner will not sell, rent or lease Your personally identifiable information to a third party without Your express permission, unless required by law.

B. <u>Non-Personally Identifiable Information</u>. Owner may disclose non-personally identifiable information for any purpose. Remember, non-personally identifiable information cannot be used to identify You or another person.

IV. PUBLIC AREAS AND THIRD-PARTY POSTINGS. Owner may provide areas on the Website where users can publicly post information about themselves, including, but not limited

to, names, photos, designs, comments, messages, and other content. This information may be accessible by other Website users, third-party users, members of the public, and may appear on other websites and in web searches. As a result, this information could be read, collected, and used by others. Owner does not control or endorse the information posted by third-party users, are not liable for Your or third-party posts to the Website, and specifically disclaim any liability resulting from such posts.

V. THIRD PARTIES AND THIRD-PARTY SITES. Upon Your consent, the Website may access third-party information through application interfaces. Owner may provide links to third-party Websites as a service to You. When You click on links of third parties in the Website, You may leave the Website. THIS POLICY DOES NOT COVER ANY COLLECTION, USE OR DISCLOSURE BY THIRD PARTIES THROUGH ANY APPLICATIONS, WEBSITES, PRODUCTS OR SERVICES THAT OWNER DOES NOT CONTROL OR OWN, OR ANY THIRD-PARTY FEATURES OR SERVICES MADE AVAILABLE THROUGH THE WEBSITE. BY USING THE WEBSITE, YOU EXPRESSLY RELIEVE OWNER FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE. The inclusion of a link or accessibility of third-party websites does not imply endorsement of such third-party Website by Owner. All trademarks, trade names, and logos of third parties featured on the Website belong to their respective owners. Each merchant and third-party payment processor collects and shares Your information according to its own privacy policy and terms of service. Owner is not responsible for the actions of third-party processors or merchants, including how such entities treat Your information. You are responsible for knowing and understanding their policies and terms.

VI. DATA RETENTION. Owner will retain Your personally identifiable information for the period necessary to fulfill the purposes outlined in this Policy unless a longer retention period is required or allowed by law. Your personally identifiable information may or may not be encrypted while stored or archived by Owner.

VII. USERS UNDER 13 YEARS OF AGE. Owner's Website is not directed to persons under the age of 13. If You become aware that Your child has provided Owner with personal information without Your consent, please contact Owner at gunnisonsportsoutfitters@gmail.com. Owner does not knowingly collect personal information

gunnisonsportsoutfitters@gmail.com. Owner does not knowingly collect personal information from children under the age of 13. If Owner becomes aware that a child under the age of 13 has provided Owner with personal information, Owner will take steps to remove such information. By using the Website, You are representing to Owner that You are not under the age of 13. If You are under 13 years of age, You are not authorized to use the Website.

VIII. PRIVACY RIGHTS NOTICE TO CALIFORNIA RESIDENTS. The State of California enacted the Shine the Light law (California Civil Code Section 1798.83) that permits users who are California residents to request certain information regarding the disclosure of certain "personal information" during the past year for marketing purposes. To make such a request, please email Owner at gunnisonsportsoutfitters@gmail.com.

IX. DO NOT TRACK LAW.

A. <u>Do Not Track Law</u>. California's Do Not Track Law (Cal. Bus. & Prof. Code §§ 22575-22579) requires Owner to disclose to You how Owner responds to web browser "do not track" signals or other mechanisms that provide You the ability to exercise choice regarding the collection of personally identifiable information about Your online activities over time and across third-party websites or online services. In addition, the law requires Owner to disclose whether other parties collect personally identifiable information about Your online activities over time and across different websites when You use the Website.

В. <u>Cookies & Tracking</u>. Owner uses cookies to: (i) store information so that You will not have to re-enter that information during Your visit or the next time You visit the Website; (ii) monitor the effectiveness of marketing campaigns; and (iii) monitor aggregate metrics such as total number of visitors, page views, etc. In addition, by visiting the Website, Owner uses cookies and similar tracking technologies, such as pixels, to analyze trends, administer the Website, track users' movements on the Website, and serve targeted advertisements. Owner partners with third parties to manage and serve its advertising on other sites. Owner's third-party partners may use cookies or similar tracking technologies in order to provide You advertising or other content based upon Your browsing activities and interests. You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but You can usually modify Your browser setting to decline cookies in the browser settings. If You choose to decline cookies. You may not be able to sign in or use other Website features or services that depend on cookies. If You choose to accept cookies, Your browser may allow You to delete cookies that You have accepted at a later date. To opt out of receiving targeted advertising, please visit www.aboutads.info or www.networkadvertising.org/choices, or for those in Europe, www.youronlinechoices.eu for instructions on how to opt out of targeted advertising.

X. SECURITY. Owner employs commercially reasonable security measures to protect Your information; however, no system is impenetrable. If You create an account on the Website, You are responsible for protecting the security of Your account, its content, and all activities that occur under the account or in connection with the Website. Do not share Your private account information with others. You must immediately notify Owner of any unauthorized uses of Your account or any other breaches of security.

XI. DISCLAIMER. ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18 U.S.C. 2701-2711): OWNER MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE WEBSITE OR ANY OTHER WEBSITE LINKED TO THE WEBSITE. OWNER WILL NOT BE LIABLE FOR THE PRIVACY OF INFORMATION, E-MAIL ADDRESSES, REGISTRATION, AND INDENTIFICATION INFORMATION, DISK SPACE, COMMUNICATIONS, CONFIDENTIAL INFORMATION OR TRADE SECRET INFORMATION, OR ANY OTHER CONTENT TRANSMITTED OVER NETWORKS ACCESSED BY THE WEBSITE, OR OTHERWISE CONNECTED WITH YOUR USE OF THE WEBSITE. **XII. UPDATES TO PRIVACY POLICY**. Owner will notify You of any updates to this Policy by changing the "last updated" notice set forth at the top of this Policy.

XIII. **CONTACT OWNER**. If You have questions or comments about this Policy or Owner's privacy practices, or to report any violations or abuse of the Website, please contact us at gunnisonsportsoutfitters@gmail.com.