



# PRIVACY POLICY

Copperstate Farms Management, LLC, Holistic Patient Wellness Group, Inc. and East Valley Patient Wellness Group, Inc. (“us,” “we,” or the “Company”) is committed to respecting the privacy of our in-store, online, delivery, and mobile visitors and users. This Privacy Policy (“Privacy Policy” or “Policy”) applies to the collection and use of information from and about visitors and users (collectively, “Users” or “you”) through our retail locations, our website, our mobile applications, and our product delivery offerings (collectively, the “Services”). By using the Services, you agree to the terms and conditions of this Privacy Policy.

We will not use or share your personal information except as described in this Privacy Policy.

This Privacy Policy applies to information collected by The Company and does not apply to information collected by any third party sites to which the Services may link or to information provided to, or collected by, third parties through third party cookies, web beacons, or other third party technologies on our website or mobile application.

Please see the Do Not Track section of this Privacy Policy for how our website responds to “Do Not Track Mechanisms.”

Note that, where we rely on your consent to process your personal information, you can request that your consent be withdrawn at any time as described in the “Rights to Opt-In / Opt-out” section of this Privacy Policy.

If you have questions or concerns regarding this Privacy Policy, you should contact us via e-mail to [info@copperstatefarms.com](mailto:info@copperstatefarms.com) or via postal mail to the address listed in the Contact Us section of this Policy.

## Terms of Use

For further details on using our Services, please refer to our Terms of Use Agreement available on the The Company website at [www.copperstatefarms.com](http://www.copperstatefarms.com)



By using Company's Services in person or via the Internet, including The Company's website, you agree to be bound by the Company's Terms of Use that are expressly incorporated into this Policy by this reference.

### **Changes to Privacy Policy**

This Policy is published on the Company's website at [www.copperstatefarms.com](http://www.copperstatefarms.com).

Changes to this Privacy Policy will become effective on the date they are posted on the Services. We reserve the right to change this Privacy Policy at any time and from time to time in our sole and absolute discretion without the duty to notify you. Changes, modifications, additions, or deletions will be effective immediately on their posting to the Services. You should check this Privacy Policy periodically as its terms may change from time to time without prior notice to you. Your continued use of the Services after we post any such modifications will constitute your acknowledgment of the modified Privacy Policy and your agreement to abide and be bound by the modified Privacy Policy. We will also revise the "last updated" date found at the beginning of this Privacy Policy when we post changes to it.

### **Disclaimers**

This Privacy Policy does not extend to anything that is inherent in the operation of the Internet, and therefore beyond The Company's control, and is not to be applied in any manner contrary to applicable law or governmental regulation. This Privacy Policy only applies to information collected through the Services. This Privacy Policy does not apply to any information we may collect from you in any place other than the Service.

By using Company's Services, including its website, you agree to be bound by the Company's Legal Disclaimers published on its website that are expressly incorporated into this Agreement by this reference. To access the Legal Disclaimers, visit the Website at [www.copperstatefarms.com](http://www.copperstatefarms.com), and then click on the Legal Disclaimers hyperlink.

### **No Use of the Services by Persons Under 21 Permitted**

The Company intends only persons who are 21 years or older to use the Services. Any use of the Services by persons under the age of 21 is strictly prohibited.



## **Notice Concerning Children**

Our Services, including our website, are intended for a mature audience. We do not direct any of our content at children. We understand and are committed to respecting the sensitive nature of children's privacy online. If we learn or have reason to suspect that a website user is under age 13, we will promptly delete any personal information in that user's account. Do not supply to us or disclose on the Services any personal information of any person under 13 years of age, as we do not intend to collect information from anyone under 13 or invite them to participate in the Services.

## **Cannabis Use in Society**

Not everyone accepts cannabis use as permissible. For example, some employers may have anti-drug policies that disallow cannabis use.

You acknowledge that interacting with The Company Services, providing your information to The Company, allowing The Company to collect data about you, permitting The Company to send you communications, or using The Company products could imply to employers, friends, family, or others that you are a cannabis product user, which could have unwanted social, legal, employment, economic, or other impacts that could affect you, including, but not limited to, your loss of employment, and that The Company shall not be held liable for damages arising out of or connected with the foregoing because your use of the Services and The Company products are solely at your own risk.

## **Information Collection Practices**

When you visit our Services, we may collect information from or about you.

## **What Basic Information Does the Company Collect?**

We may ask you for certain personal information in order for you to access the Services, or as part of your use of the Services. Such personal information may include, but is not limited to, your name, address, date of birth, age, gender, state of residence, e-mail address, telephone number, financial data (which may include your credit card or debit card number), and other information which identifies you. If you visit one of our retail locations or request product delivery, we may also collect personal information from your government identification card when you provide it to us, including your name, address, picture, driver license or other government identification card number, and any other information on your government identification card, as well as video and images that we capture from our security cameras inside and around our retail locations. If you choose to register on



our website or via a mobile application, or otherwise create a Member account, you may be required to provide certain personal information. If you do not provide the requested personal information, you may not be able to access or use the features of the Services where such personal information is requested.

## **Website Cookies**

From time to time, we may use the standard “cookies” feature of Internet browser applications, which allows us to store a small piece of data on your computer about your visit to our website. We do not set any personally identifiable information in cookies. Cookies help us learn which areas of our website are useful and which areas need improvement. Cookies are small text files stored on users’ hard drives, which often include an anonymous unique identifier. Our website uses both “session ID cookies” and “persistent cookies.” Session ID cookies are used to store information while a user is logged into the site and expire when the user closes their browser. Persistent cookies are used to make tasks like logging into the site easier for returning users by remembering a user’s login information, and may be used by your browser on subsequent visits to our website. Persistent cookies stay on a user’s hard drive from one session to the next. Persistent cookies can be removed by following your web browser’s directions for deleting cookies. A session cookie is temporary and disappears after you close your browser. When you visit our website, our computer may ask your computer for permission to employ the use of a session or persistent cookie. Our website will then send a cookie to your browser if your browser’s preferences allow it. You can choose whether to accept cookies by changing the settings on your browser. However, if you choose to disable this function, your experience at our website may be diminished and some features may not work as they were intended.

## **IP Address and Telemetry Data**

When you visit us, our Internet servers automatically collect data about your Internet Protocol address (“IP Address”), which is the network address of your computer, phone, or other computing device. When you visit our website, we may also collect “click stream” or “telemetry” data, which is data about your web browser, and the web server and content you are trying to access. For example, our website may record the referring page that linked you to us (e.g., another website or a search engine); the pages you visit on this website; the website you visit after leaving our website; other information about the type of web browser, computer, platform, related software and settings you are using; any search terms you have entered on this website or a referral website; and other web usage activity and data logged by our web servers. This information can be combined with information you have provided to us by registering as a Member, for example, which will enable us to



analyze and better customize your visits. We may use telemetry data for internal system administration, to help diagnose problems with our servers, for traffic analysis or e-commerce analysis of our website, to help secure our systems, to customize our Services for you, or to determine which features of our site are most or least effective or useful to you. Such information may also be used to gather demographic information, such as country of origin and Internet Service Provider. We may also aggregate user information in a non-personally identifiable manner to share with advertisers, to enhance the Services, or for general business purposes.

### **Clear GIFs/Beacons/Pixels**

When visiting our website, we may also use “Clear GIFs” (aka “web beacons” or “pixel tags”) or similar technologies in our website and/or in our communications with you. A Clear GIF is typically a one-pixel, transparent image located on a web page or in an e-mail or other type of message, which helps us to verify an individual’s viewing or receipt of a web page or message. Clear GIFs allow us to know whether you have viewed a web page prior to visiting our website and may enable us to relate such information to other information, including your Personal Information. We use information provided from Clear GIFs and similar technologies to enable more accurate reporting, improve the effectiveness of our marketing, and make our Services better for our users.

### **Use of Your Information**

#### Personal Information

We may use your personal information for a variety of purposes, including to identify you; verify your age; process payments for you; identify your location; facilitate transactions and/or communications, including marketing communications and Services-related communications with you; register you for The Company services, such as a website, mobile application, delivery, or rewards account; maintain current information about your Services usage and accounts; track your accumulation of redeemable rewards based on your product purchase history and Services usage; protect our users, ourselves, our Services, and our affiliates from fraud, theft, hacking, phishing and other unlawful activities; analyze website traffic; diagnose technical problems in our Services; comply with laws and The Company’s policies; conduct website and activity tracking, including Services optimization and personalization; and, generate and study analytics related to your usage of our Services.



## Verifying Your Identity

Many jurisdictions require careful verification of identity before allowing you to purchase cannabis products. When you use our Services at a physical location, your government-issued identification card will be physically examined and electronically scanned in order to verify your age and your identification's validity. Your scanned identification data may be collected, transmitted to, stored at, and analyzed by a third party outside of The Company's control, and you agree that we cannot be held liable for the third party's use or disclosure of your data.

Once your data has been scanned, your name, address, identification number, photo, and other data may be retained by The Company for the purpose of analyzing your use of The Company's services, and for creating an electronic profile about you in order to make future verifications of your identity easier, and to help us customize Services and experiences for you.

## Your Image

Photographic and video recordings of you inside and outside of The Company retail stores and delivery vehicles will be used for the purpose of maintaining physical security, identifying you, and complying with laws that require video surveillance.

Video footage captured in stores, and any photo of yourself that you supply, may also be used to help identify you, and customize your experience as you use our Services.

You acknowledge that video and photographic recordings of you may be stored by The Company and accessed by and supplied to The Company employees, government agencies, and others at The Company's sole discretion at any time, for any purpose, with or without a legal order or subpoena, and without notice or financial compensation to you.

## Payment Services

You permit The Company to collect and use your debit, credit card, or other financial data you provide ("Payment Data") in order to facilitate payments for The Company Services and products at your request. In order to facilitate payments, your Payment Data may be transmitted to, stored at, and used by third parties for the purposes of processing your payment, analyzing your Payment Data for signs of fraud or criminal activity, and other functions required of third party payment processors. While The Company strives to only hire reliable third parties, you agree that The Company cannot be held liable for how your Payment Data is used or retained or protected while it is in transit to, stored at, or used by third parties that process payments for you.



If you ask us to delete your data, note that The Company cannot delete data stored at third party payment processors that must retain Payment Data in order to meet their own compliance requirements.

### Website Cookies

We may use cookies to deliver content specific to your interests, to save your password, if applicable, so you don't have to re-enter it each time you visit our website, or for other purposes. Promotions or advertisements displayed on our website may contain cookies. We do not have access to or control over information collected by outside advertisers on our website.

### Location-Based Services

We collect your IP Address, location data advertised by web browsers and mobile devices, and similar location data to identify your location in order to provide location-based services, such as showing you Services or products available in your area, customizing in-store experiences, delivering products to you at your request, or analyzing your use of our Services. You understand that some of our Services require knowing your location in order to function properly, so if you disable location features of your computer, phone, or browser, some of our Services may not function properly.

### **Content You Submit**

The Company does not own content you write or make. However, if you submit content, pictures, photos, videos, comments, or messages ("User Content") through The Company's Services, including our website, you grant The Company the perpetual, irrevocable, and unrestricted right to use, display, perform, edit, transfer, sell, and publish User Content anywhere worldwide on any medium for The Company's marketing purposes without notice or compensation to you.

### **Information Sharing**

The Company will not share your e-mail address with advertisers or unaffiliated third parties without first obtaining your permission.

### **Disclosure of Personal Information**

We may provide your information, including your personal information, to our subsidiaries, affiliated companies, or subcontractors, so such parties can, among other things (a) perform services and/or process such information on our behalf, (b) use the information to offer you greater functionality



and enhanced Services or related product and service opportunities, and (c) communicate these opportunities to you. When we do this, the recipients of your information are bound by contracts with us to maintain the privacy of your information.

We may share non-personal information (such as anonymous website and/or application use data) with third parties to assist them in understanding our Services, including users' use of our Services and the services we provide and the success of advertisements and promotions.

We may share non-personally identifiable user data, such as aggregated gender, age, geographic, and usage data (without the inclusion of your name or other identifying information) to advertisers and other third parties for their marketing and promotional purposes.

We may use analytics services provided by third parties that use cookies and other similar technologies to collect information about the Services without identifying individual visitors. The third parties that provide us with these services may also collect information about your use of third party websites and applications.

We may share location-based information with third parties for their marketing and promotional purposes if you have allowed location-based services on your computing device.

We may also release your information if required to do so by law, or in the good-faith belief that such action is necessary to comply with state or federal laws or respond to a court order, subpoena, law enforcement or regulatory request, or search warrant. We reserve the right to collect and share any information: (i) in order to investigate, prevent, or take action regarding suspected or actual illegal activities; (ii) as appropriate or necessary to enforce our Terms of Use or investigate potential or actual violations of the Terms of Use or Privacy Policy; (iii) take precautions against liability; (iv) to protect the security or integrity of our Services; (v) to exercise or protect our rights and property, the Services, or the rights and personal safety of Company affiliates, Users or others; or (vi) for other legitimate purposes.

## **Usage Information**

We share certain categories of information we collect from or about you in the ways described in this Privacy Policy. We may share demographic data with advertisers and other third parties to help us improve our business and products. If you do not want us to share your contact data with any third parties, please contact us in accordance with the Contact Us section below and notify us of your request. Additionally, we may analyze visits to our website and learn about the interests of our visitors in the aggregate and also on a personal level to better understand your interests and needs, so we can



improve our products and Services and deliver to you the type of content, features and promotions that you are most interested in.

### **Disclosures in the Context of a Sale, Merger, Acquisition, Bankruptcy or Reorganization**

In order to accommodate changes in our business, we may assign, transfer, or sell the information we collect to a third party in the event our Company is acquired or merged with a third party entity, or due to our bankruptcy or reorganization. In addition, we reserve the right to assign, transfer, or sell any information we have about you to any companies which we may acquire or purchase. If Company or substantially all of its assets are acquired, customer information will be one of the assets transferred to the acquirer. Should such a sale or transfer occur, we will use reasonable efforts to direct the acquirer to use the information you have provided consistent with this Privacy Policy.

### **Do Not Track**

Arizona's "Do Not Track" Notice. "Do Not Track" ("DNT") is a preference you can set in your web browser to let the sites you visit know that you do not want them collecting information about you. Our website does not currently respond to "Do Not Track" settings. For further details regarding DNT, visit [donottrack.us](http://donottrack.us).

### **Security**

The Company's Services have commercially reasonable security measures in place to prevent accidental loss of your personal information and from unauthorized access, use alteration, or disclosure of the information that we obtain from you. Such measures include, but are not limited to, access controls, monitoring, and the utilization of encryption to securely transmit sensitive information. Please keep in mind, however, that whenever you give out personal information online or at any store, there is a risk that third parties may intercept and use that information.

The Company strives to protect your personal information and privacy. However, we cannot guarantee the security of any information you disclose. By using the Services, you expressly acknowledge and agree that we do not guarantee the security of any data provided to or received by us through the Services and that any personal information, general information, or other data or information received from you to us is provided to us at your own risk, which you expressly assume.



## **Third Party Websites**

Our website may contain links to other websites. If you choose to visit other websites, we are not responsible for the privacy practices or content of those other websites, and it is your responsibility to review the privacy policies at those websites to confirm that you understand and agree with their policies.

## **Rights to Opt-In / Opt-out**

You have the right to “opt in” and/or “opt out” of certain uses of your personal information. For example, you may have the opportunity to elect whether you would like to receive correspondence from us and/or unaffiliated third party service providers for their own marketing purposes. Your personal information will not be shared with unaffiliated third party service providers for their own marketing purposes unless consent is given by you. You will have the opportunity to opt out of our promotional e-mails by clicking the “opt out” or “unsubscribe” link in the e-mail you receive. You can also request this by sending an e-mail to [info@copperstatefarms.com](mailto:info@copperstatefarms.com). Please understand that if you opt out of receiving promotional correspondence from us, we may still contact you in connection with your relationship, activities, transactions and communications with us.

## **Rights to Access and Control Your Data and Your Choices**

You have many choices about how your data is collected, used, and shared.

For personal data that we have about you, you can:

- **Delete Data:** You can ask us to erase or delete all or some of your personal data (e.g., if it is no longer necessary to provide services to you).
- **Change or Correct Data:** You can edit some or your personal data through your account on our website. You can also ask us to change, update or fix your Services-related data in certain cases, particularly if it's inaccurate.
- **Object to, or Limit or Restrict, Use of Data:** you can ask us to stop using all or some of your personal data (e.g., if the Company has no legal right to keep using it) or to limit our use of it (e.g., if your data is inaccurate or unlawfully held).
- **Right to Access and/or Take Your Data:** You can ask us for a copy of your personal data and can ask for a copy of the personal data you provided in machine readable form.



You may contact us at [info@copperstatefarms.com](mailto:info@copperstatefarms.com) and we will consider your requests in accordance with applicable laws. In some cases, we may not be able to fulfill your request if it violates applicable laws or The Company's policies. To protect your privacy and security, we take reasonable steps (such as requesting a password) to verify your identity before granting you profile access or making corrections. You are responsible for maintaining the secrecy of your password and account information at all times.

Note that opting out, or asking that your data be deleted, may disable your access to some or all Services.

### **Retention Period**

The Company has a variety of obligations to retain the data that you provide to us, both to ensure that transactions can be appropriately processed, and also to comply with laws applicable to us and to our banking providers and credit card processors. Accordingly, even if you close your account, we will retain certain information as necessary to meet our legal obligations and fulfill the purposes outlined in this Privacy Policy.

We retain your personal information even after you have closed your Member Account if reasonably necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, enforce our Terms of Use, or fulfill your request to "unsubscribe" from us. We will also retain de-personalized information after your account has been closed.

Information you have shared with others (e.g. comments, posted reviews, group posts) will remain visible after you closed your account or deleted the information from your own profile, and we do not control the data that other Members may have copied from comments, reviews and/or group posts available in the Services. Review content associated with closed accounts will show an unknown user as the source.

### **Governing Law**

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE COMPANY'S SERVICES, INCLUDING ITS WEBSITE, TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THE DISPUTES/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO



PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER.

Then in Terms of Use we should re-title “Governing Law” to “Governing Law and Arbitration” and then in between the two paragraphs we should add:

Except for disputes brought in small claims court, all disputes arising out of, relating to, or in connection with services, including the Website, shall be determined by arbitration in the City of Phoenix Arizona before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. If this arbitration provision is found unenforceable or to not apply for a given dispute, then the proceeding must be brought exclusively in the Superior Court of Maricopa County, Arizona. You hereby accept the exclusive jurisdiction of such court for this purpose.

IF YOU ARE A NEW USER OF THE SERVICES, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION (“OPT-OUT”) BY EMAILING US AN OPT-OUT NOTICE TO [INFO@COPPERSTATEFARMS.COM](mailto:INFO@COPPERSTATEFARMS.COM) (“OPT-OUT NOTICE”) OR VIA U.S. MAIL TO: Website Administrator 5090 N. 40<sup>th</sup> Street. Phoenix, AZ 85018. THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU SIGNED UP FOR SERVICES FOR THE FIRST TIME, AS RECORDED BY THE SYSTEMS THAT TRACK SIGNUPS. In order to opt-out, you must email your name, address (including street address, city, state, and zip code), and email address associated with your Member account to which the opt-out applies to: [INFO@COPPERSTATEFARMS.COM](mailto:INFO@COPPERSTATEFARMS.COM). This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of these Terms of Use and Privacy Policy will continue to apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

BY AGREEING TO THESE TERMS OF USE, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A COURT TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED IN THIS SECTION).

### **Severability**

If any part of this Policy is found by a court to be invalid, illegal, or unenforceable, the rest of the Policy will remain in effect.



## Contact Us

If you have any questions about the Policy, our practices related to our website, or if you would like to make a request related to your information, please contact us at:

Copperstate Farms Management, LLC

Attn: Website Administrator

5090 N 40<sup>th</sup> St. Suite 170

Phoenix, AZ 85018

Email: [info@copperstatefarms.com](mailto:info@copperstatefarms.com)

