

## Peaceful Army, LLC Privacy Policy

*Effective Date:* [August 12, 2020]

Peaceful Army, LLC d/b/a The Peaceful Army by GRETA VAN FLEET, a Tennessee limited liability company, with an address of 2300 Charlotte Avenue, Suite 103, Nashville, TN 37203-1877, United States of America (“U.S.A.”), together with Our affiliates and subsidiaries (“Company,” “We,” “Us,” or “Our”) is committed to ensuring the privacy and security of you (“User,” “You,” or “Your”), and Your use of, access to, or visitation of Company’s website, available at <https://www.peacefularmy.com/> (the “Website”), including any and all content, functionality, and services offered on or through the Website (the “Website Services”), and the mobile application, including any and all content, functionality, and services offered on or through the mobile application, which is available for download at **Apple App Store and Google Play** (the “App”) (hereinafter, the Website, the Website Services, and the App are collectively referred to as the “Platform”), whether as a guest or registered User. Company is committed to safeguarding the privacy of the User and its data, information, and other personally identifying information through Our compliance with this policy (the “Privacy Policy”). Company and User may be referred to in the singular as a “Party” and collectively as the “Parties.”

This Privacy Policy, available at <http://www.peacefularmy.com/>, informs the User of the types of information We may collect from You or that You may provide when You use, access, or visit the Platform, whether as a guest or registered User. Moreover, this Privacy Policy details Our practices for collecting, using, maintaining, retaining, protecting, and disclosing Your data and information, including Your Personal Data (as defined later). For a more thorough examination of those Cookies (later defined), Web Beacons (later defined), and other similar technologies (collectively “Cookies and Tracking Technologies”) utilized by Company, please review the “Cookie Policy,” which is available at <http://www.peacefularmy.com/>.

Please read this Privacy Policy carefully, thoroughly, and completely to understand Our policies and practices regarding Your data, information, and other personally identifying information, and how We collect, use, maintain, protect, and disclose it. If You do not agree with the terms of the Privacy Policy, You may elect to not use, visit, or access Our Platform. By accessing, visiting, or using this Website, You agree to the terms of this Privacy Policy in its entirety.

This policy may change from time to time (“Changes”). Your continued use of or access to this Platform after Company makes Changes is deemed to be acceptance of those changes; therefore, please routinely monitor this Privacy Policy for any updates, revisions, modifications, or amendments. We will notify the User of any Changes by providing access to the new Privacy Policy on the Website and the App. Company will notify the User via email and/or a prominent notice on Our Website and App, prior to or contemporaneous with the Changes becoming effective, and Company will update the date at the top of this Privacy Policy (the “Effective

Date”). If Our practices change regarding previously collected Personal Data (later defined) in a way that would be materially less restrictive than those policies in effect at the time We collected the information, Company will make reasonable efforts to provide notice and to obtain consent to any such uses as may be required by law.

## I. **Definitions.**

- A. Cookies. “Cookie” means a message, or segment of data, containing information about a User, sent by a web server to a browser and sent back to the server each time the browser requests a web page. This message, or segment of data, is stored on the User’s Device (as defined herein). There are various types of Cookies available on the Platform, which are provided for in the “Cookie Policy,” which is available at <http://www.peacefularmy.com/>.
- B. Data Controller. “Data Controller” means the natural or legal person, alone or jointly with others, who determines the purposes and means of the processing of Personal Data (as defined herein). For the purpose of this Privacy Policy, Company is the Data Controller of the Personal Data.
- C. Data Processor. “Data Processor” means any natural or legal person, public authority, agency, or other body which processes Personal Data (as defined herein) on behalf of the Data Controller.
- D. Data Subject. “Data Subject” means any identified or identifiable natural or legal person who is using or accessing the Website. For the purpose of this Privacy Policy, the Data Subject is the User.
- E. Device. “Device” means any unit of physical hardware or equipment that provides one or more computing functions within a computer system including, but not limited to, desktop computers, laptop (or otherwise portable) computers, mobile/cellular phones, tablets, and other computers capable of using or accessing the Platform.
- F. Personal Data. “Personal Data” means any information that can be used to distinguish or trace an individual User’s identity, either alone or when combined with other personal or identifying information, that is linked or linkable to a specific individual.
- G. Processing. “Processing” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- H. Usage Data. “Usage Data” means certain data that is generated by use of Our Platform, either by an individual User or from general use of the system.

- I. User Contributions. “User Contribution” means any and all of User’s contributions to the Platform or to the Company through posting, linking, storing, sharing, submitting, publishing, displaying, or transmitting to other users, other persons, or the Company data and information related to, or in connection with, the User and/or its use of or access to the Platform.
- J. Web Beacon. “Web Beacon” means a transparent graphic image, which is placed on the Website or in an email that is used to monitor the behavior of and collect unique information on the User visiting the Platform or sending the email. It is often used in combination with Cookies. Other commonly used labels for Web Beacons are as follows: “web bug,” “tracking bug,” “web tag,” “page tag,” “tracking pixel,” and/or “pixel tag.”
- K. Web Log. “Web Log” means a file automatically created and maintained by a web server, containing information on who or what visits, accesses, or uses the Website, the point of origination for those visiting, accessing, or using the Website, and the activities and behavior of those visiting, accessing, or using the Website.

## II. **Opt-Out Policy**

- A. Opt-Out. From time to time, User acknowledges that User shall receive newsletters, updates, marketing or promotional materials, and other communications, which the Company, in its sole and absolute discretion, deems would be of interest to the User. User may expressly opt out of receiving any, or all, of these communications from the Company by accessing a web-link to unsubscribe, or alternatively, notifying Company in accordance with the section titled “Comments, Concerns, and Complaints.” You may be able to opt out of receiving personalized advertisements from advertisers and/or advertising networks who are members or subscribers of the following: (i) the Network Advertising Initiative (NAI), (ii) the Digital Advertising Alliance’s (DAA) Self-Regulatory Principles for Online Behavioral Advertising, and (iii) European Interactive Digital Advertising Alliance (EDAA). To learn more about your choices for opting out of personalized advertising through websites, please visit:
  - i. Network Advertising Initiative (NAI) – United States
    - a. Browser Opt-Out: <http://www.networkadvertising.org/choices/>
  - ii. Digital Advertising Alliance (DAA) – United States
    - a. Browser Opt-Out: <http://www.aboutads.info/choices/>
    - b. Mobile Application-Based Opt-Out: <https://youradchoices.com/appchoices>
  - iii. European Interactive Digital Advertising Alliance (EDAA) - Europe
    - a. Browser Opt-Out: <http://youronlinechoices.eu>

- B. Opt-Out; Mobile Marketing. From time to time, User acknowledges that User shall receive newsletters, updates, marketing or promotional materials, and other communications, which the Company, in its sole and absolute discretion, deems would be of interest to the User, on the User's mobile Device. If User elects a mobile marketing and promotional list, please be advised there are usually costs associated with receiving short messaging services ("SMS") (i.e., texts messages) or multimedia messaging services ("MMS"), the costs of which vary in accordance with the User's mobile carrier and plan. It is best practice for a User to check with the User's mobile carrier to ascertain what charges apply before signing up to receive Our marketing and promotional materials via your mobile Device. If You would like to stop receiving messages from Company on Your mobile Device, please reply to the message with "STOP" (or such other words and/or phrases of which You may be advised of in writing from time-to-time). You may also contact Your mobile carrier for additional information on receiving or, alternatively, terminating the receipt of mobile messages on Your Device.
- C. Compliance with the California Consumer Privacy Act (CCPA). To the extent the Company is governed by the CCPA (please below in section titled "Rights under the California Consumer Privacy Act (CCPA)," Company shall provide the User with a clear and conspicuous link, titled "Do Not Sell My Personal Information," wherein such link will direct the User to a webpage on the Platform that enables the User to opt out of the sale (as that term is defined in the CCPA) of the User's Personal Data.

### III. **Children's Privacy**

- A. Scope of the Platform. Company does not intend to collect, nor does it knowingly collect, Personal Data from anyone under the age of thirteen (13). No User under the age of thirteen (13) may provide any Personal Data to Company or on the Platform.
- B. Notification. If We learn (or are informed) We have collected or received Personal Data from any User under thirteen (13) years of age, without verification or parental consent, We will delete the Personal Data. If You have knowledge or awareness, or alternatively suspect or believe, that Company might have any information, including Personal Data, about any User under the age of thirteen (13), please reference the section titled "Comments, Concerns, and Complaints," for the purpose of informing Company regarding Company's collection or receipt of Personal Data from any individual under the age of thirteen (13).

### IV. **Processing of Information & Data**

- A. Collection. Generally, We do not collect information and data about Users of the Platform, with the exception of the following:
- i. Personal Data including, but not limited to:

- a. name (first and last);
  - b. postal address;
  - c. email address;
  - d. mobile/cellular phone number;
  - e. billing and shipping information, including, but not limited to:
    - 1. credit card and/or debit card information; and
    - 2. billing address; and
    - 3. shipping address;
  - f. unique identifying information, such as login credentials;
  - g. social media “handles,” including Twitter®, Instagram®, Facebook®, and Pinterest®;
- ii. preference and online transaction information, such as:
- a. product and service wish lists; and
  - b. order and transaction history;
- iii. Cookies, as more explicitly defined in the Cooke Policy, available at <http://www.peacefularmy.com/>;
- iv. Usage Data;
- v. User Contributions;
- vi. Web Beacons;
- vii. Web Logs, consisting of the following:
- a. the Internet domain from which You access the Website;
  - b. Your Internet Protocol (IP) address;

- c. Your Internet Service Provider (ISP) utilized to use and access the Platform;
- d. the type of web browser and operating system employed by User;
- e. the date and time User accessed, used, or visited the Platform, including the average time expended by the User;
- f. the webpages accessed, used, or visited on the Platform; and
- g. the address of the website from which the User linked to the Platform.

B. Automatic Collection. As You navigate through and interact with Our Platform, We may use automatic data collection technologies, such as Cookies and other Tracking Technologies (available for review at <http://www.peacefularmy.com/>) to collect certain information about Your equipment, browsing actions, and patterns, including:

- i. details of Your visits to Our Platform, including traffic data, location data, logs, and other communication data and the resources that You access and use on the Platform;
- ii. information about Your Device and internet connection, including Your IP address, ISP, operating system, and browser type; and
- iii. location information, such as the User's approximate or actual geographical location.

C. Retention. Company will retain Your information, including Personal Data, only for as long as User uses or accesses the Platform and as necessary for the purposes set out in this Privacy Policy. In addition, We will retain Your information, including Personal Data, to the extent necessary to comply with Our legal obligations, to resolve disputes, and to enforce Our legal agreements and policies.

D. Use. Generally, We do not use or exploit information and data, including Personal Data, of Users to this Platform. We use information and data, including Personal Data, collected from Cookies, Web Beacons, Web Logs, and other means:

- i. to present the Platform and its contents, resources, and services to You;
- ii. to maintain the Platform, and to improve the navigation, functionality, and operability of the Platform;
- iii. to contact You with newsletters or promotional, advertising, or marketing materials;
- iv. to verify the Users' identities prior to Company's grant of access to or use of the contents, resources, and services of the Company;

- v. to contact You regarding Changes to the Privacy Policy;
- vi. to provide You with information, contents, resources, products, and services that You may request from the Company;
- vii. to notify You regarding the status or basis of Your account, including expiration and renewal notices;
- viii. to deliver support to the User in connection with the Platform;
- ix. if applicable, to carry out Our obligations and enforce Our rights arising from any contracts entered into between You and Company;
- x. to monitor, observe, or examine the use of or access to the Platform;
- xi. to detect, prevent, and address technical, technological, or service errors and issues;
- xii. to enable You to engage in, participate in, utilize, or activate the interactive features on the Platform;
- xiii. to purchase products and services offered by Company;
- xiv. to provide You with information, contents, resources, products, and services related to, or in connection with, the User's status as a registered User with the Company;
- xv. to transmit to User information on products and services offered by the Company;
- xvi. to fulfill a transaction or order, and to transmit to User a confirmation related to the transaction or order;
- xvii. to provide location services (e.g., "tagging" and "check-in"); and
- xviii. in any other method or fashion as We may so specify upon Your provision of said information, including Your Personal Data.

E. Transfer. Your information, including Personal Data, may be transferred to, and maintained on, Devices located outside of Your state, province, country, or other governmental jurisdiction where the data protection laws may differ from those of Your jurisdiction. Your consent to this Privacy Policy, followed by Your submission of such information, including Personal Data, represents Your agreement to that transfer. Company shall take reasonable measures to ensure that Your data is treated securely and in accordance with this Privacy Policy, and that no transfer of Your Personal Data to a

third-party organization or a country shall occur, unless there are adequate controls in place regarding the privacy of Your information, including Personal Data, and the information security protocol. If You are located outside of the United States, please be advised that any information, including Personal Data, You provide to us will be transferred to and within the United States. By using, accessing, or visiting Our Platform, You consent to this transfer.

- F. Disclosure. Generally, We do not disclose, release, sell, or trade information and data, including Personal Data, of Users to third-party persons and entities. Company may disclose aggregated information and data, including Personal Data, of Our Users, only insofar as the information does not identify any User. We may disclose your information and data, including Your Personal Data:
- i. to Our subsidiaries, affiliates, successors, and assignees;
  - ii. to reputable third parties in whose products or services Company, in its sole and absolute discretion and without prior notice, deems worthy of Your interest;
  - iii. to contractors, Service Providers (defined later), external vendors, and other third parties We engage to support Our business model and Platform, and who are bound by contractual obligations to keep Your information, including Personal Data, confidential and proprietary, and to use Your information, including Personal Data, only for the purposes and grounds upon which We disclose;
  - iv. to a buyer or any successor in interest in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which information and data, including Personal Data, held by Company about Our Users is among the assets transferred;
  - v. to fulfill the purpose for which You provide such information;
  - vi. to comply with any court order, law, or legal process, including to respond to any government or regulatory request;
  - vii. to enforce or apply Our terms of use ("Terms of Use"), available at <http://www.peacefularmy.com/>, and other agreements;
  - viii. where, in Company's sole and absolute discretion, such disclosure is necessary or appropriate to protect the rights, property, or safety of Company, Users, any third parties with which We contract or engage, or others, including the exchange of information with other entities for the purposes of fraud protection and credit-risk reduction;

- ix. to protect and maintain the security, operability, viability, functionality, and reliability of this Platform;
- x. to prevent or investigate potential, threatened, or actual wrongdoing in connection with the Platform; and
- xi. for all other grounds, contingent upon Your consent.

G. Facilitation. We may employ third-party entities, individuals, contractors, and/or subcontractors (“Service Providers”) to facilitate the Platform, provide the Platform on Our behalf, perform Platform-related services, or assist Company in analyzing how Our Platform and its contents, resources, and services are used or accessed. These Service Providers may only use, access, or disclose Your information, including Personal Data, for the sole purpose of performing facilitative services. Company utilizes the following Service Providers:

- i. Google Analytics, for the purpose of measuring data and information related to site traffic, behavior, and conversion, and whose privacy policy is available at <https://policies.google.com/privacy>;
- ii. Google Ads, for the purpose of targeting, directing, and measuring advertisements (and advertisement campaigns), and whose privacy policy is available at <https://policies.google.com/privacy>;
- iii. Facebook Pixel, for the purpose of measuring site traffic and conversion, as well as for targeting, directing, and measuring advertisements (and advertisement campaigns), and whose privacy policy is available at <https://www.facebook.com/privacy/explanation>;
- iv. Twitter Pixel, for the purpose of measuring site traffic and conversion, as well as for targeting, directing, and measuring advertisements (and advertisement campaigns), and whose privacy policy is available at <https://www.twitter.com/en/privacy>;
- v. Stripe, for the purpose of facilitating e-commerce and online payment transactions for merchandise, VIP acquisitions or upgrades, and other related products, services, goods, items, and offerings available through the Platform, and whose privacy policy is available at <https://www.stripe.com/privacy>; and
- vi. CleverTap, for the purpose of measuring and tracking real-time behavioral analytics in connection with the utilization of iOS and Android mobile applications, and whose privacy policy is available at <https://clevertap.com/privacy-policy/>.

- H. Aggregation and Anonymization. “Aggregation” of data and information is generally defined as any process in which information and data is gathered and expressed in summary form. “Anonymization” is defined as the process of removing personally identifiable information (e.g., Personal Data) from data sets, so that the corresponding individuals remain anonymous from identification. Company, in its sole and absolute discretion and without notice, may aggregate and anonymize Personal Information so that the end-product does not personally identify You or any other User of the Platform, for example, by using Personal Data to calculate the percentage of our users who favor a particular artist, album, single, or track.
- I. Monitoring. To ensure the privacy and security of this Users of the Platform (as well as third parties), Company may monitor Your use of or access to the Platform. We monitor the use of or access to the Platform for the following reasons:
- i. to identify fraudulent activities and transactions;
  - ii. to prevent or investigate the threatened, potential, imminent, or actual harm or abuse to Users or third parties, as well as to prevent the threatened, potential, imminent, or actual misuse or exploitation of the Platform;
  - iii. to ensure compliance with this Privacy Policy and the Terms of Use, available at <http://www.peacefularmy.com/>;
  - iv. to investigate threatened, potential, imminent, or actual violations of this Privacy Policy and/or the Terms of Use;
  - v. to enforce the Privacy Policy and the Terms of Use agreement; and
  - vi. otherwise to protect the rights and property of Users, Company, and its contractors, subcontractors, vendors, partners, clients, customers, and other third parties.
- J. Transactions. User may purchase products, goods, and services on the Platform, such as artists’ music or merchandise (collectively, “Purchases”). This Privacy Policy applies to any personal information, including Your Personal Data, the User provides in connection with any such Purchases. User may be directed to a third-party site (or other third-party resource) to initiate and effectuate the transaction with respect to Your Purchase.

## V. **Access, Correction, Cancellation, and Deletion**

- A. Requests. Requests to access, correct, or delete personal information and data, including Your Personal Data, must be submitted through reference to the section titled “Comments, Concerns, and Complaints.” Please note that We do not consider the following information to be personal information: Cookies, Web Beacons, and Web Logs.

Also, Company may not be able to delete, correct, or revise Your information and data, including Your Personal Data, where Company is legally required to retain and maintain such information and data.

- B. Billing and Order Information. To access, correct, or delete billing information, as well as information related to shipments, please abide by the instructions submitted to User through an email outlining the confirmation of the order.
- C. Cancellation. If User elects to cancel or terminate the User's account with the Company (the "Account"), the User may either: (i) submit to Company a request for cancellation or termination, pursuant to the section titled "Comments, Concerns, and Complaints," or (ii) at the User's sole discretion and authority, terminate or cancel the Account, pursuant to those options afforded to User on the interface of the Platform. Please note that, upon termination or cancellation of User's Account, User may receive an email verifying the termination or cancellation, despite User's request to terminate or cancel User's account, as well as all communications associated therewith.

## VI. Information Security

- A. Protective Measures. We have implemented physical, administrative, and technical measures designed to secure and protect Your information and data, including Personal Data, from accidental loss and from unauthorized access, use, alteration, and disclosure. Company employs industry-standard secure sockets layer ("SSL") encryption to encrypt sensitive billing information and data.
- B. User Responsibility. The safety and security of Your information, including Your Personal Data, also depends on You. You are responsible for maintaining confidentiality as to those credentials necessary to access the Platform. We ask that You not share Your credentials with any third-party person or entity.
- C. Internet Transmission. Unfortunately, the transmission of information via the Internet is not completely secure. Although We exercise best efforts to protect Your personal information, We cannot guarantee the security of Your information and data, including Your Personal Data, transmitted to or from the Platform. Any transmission of information and data, including Your Personal Data, is at Your own risk. Please exercise caution in submitting Your information and data, including Your Personal Data, especially if You are accessing the Platform using a Wi-Fi hotspot or public network. If You have reason to believe that Your use of or access to the Platform is no longer secure or protected, please immediately notify Company of the issue in accordance with the section titled "Comments, Concerns, and Complaints."
- D. Limitation of Liability. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED,

WITH RESPECT TO ENSURING, GUARANTEEING, OR OTHERWISE OFFERING ANY DEFINITIVE REPRESENTATION OR WARRANTY OF SECURITY IN CONNECTION WITH YOUR INFORMATION AND DATA, INCLUDING YOUR PERSONAL DATA, OR USAGE INFORMATION, AND FURTHER DISCLAIMS ANY LIABILITY THAT MAY ARISE, SHOULD ANY OTHER INDIVIDUALS OR THIRD-PARTY ENTITIES OBTAIN THE INFORMATION YOU SUBMIT TO THE PLATFORM.

## VII. Third Parties and Third-Party Sites and Resources

- A. Third-Party Sites. Our Platform and its contents, resources, and services may contain links to third-party sites that are not operated, directly or indirectly, by Company. If You click or select a third-party link, You will be directed to the third party's site. User acknowledges and agrees that Company has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party site or service.
- B. Other Privacy Policies. To the extent that You submit, present, or offer any personal information, including Your Personal Data, to any third party, such third party's collection, use, and disclosure of such information may be governed by its privacy policy, and not by Our Privacy Policy.
- C. Limitation of Liability. WE ARE NOT RESPONSIBLE FOR THE INFORMATION COLLECTION, USAGE, DISCLOSURE, OR OTHER PRIVACY PRACTICES OF ANY THIRD PARTIES, INCLUDING OUR THIRD-PARTY SERVICE PROVIDERS, ANY THIRD-PARTY SOCIAL MEDIA PLATFORM (*E.G.*, FACEBOOK, INC.), ANY THIRD PARTY MAKING AVAILABLE THE DEVICES OR OPERATING SYSTEMS FOR WHICH CERTAIN WEBSITE RESOURCES, CONTENT, OR SERVICES ARE AVAILABLE (*E.G.*, GOOGLE, INC.), AND ANY THIRD PARTY OPERATING ANY SITE TO OR ON WHICH THE PLATFORM CONTAINS A LINK. THE INCLUSION OF A LINK ON THE PLATFORM DOES NOT IMPLY, DIRECTLY OR INDIRECTLY, ANY ENDORSEMENT OR SPONSORSHIP OF, OR RELATIONSHIP TO, THE LINKED SITE BY COMPANY OR BY OUR AFFILIATES, SUCCESSORS, AND ASSIGNEES.

## VIII. Rights under the California Consumer Privacy Act (CCPA)

- A. Applicability of CCPA. To the extent Company performs, operates, or executes business in the State of California, and meets any of the following three (3) criteria, Company is subject to the obligations and mandates of the CCPA:
  - i. Company has gross annual revenues in excess of \$25 million;

- ii. Company, on an annual basis, buys, receives, or sells the personal information of at least 50,000 California consumers, households, or devices; or
- iii. Company derives at least fifty percent (50%) of its annual revenue from the sale of California consumers' personal information.

**B. Rights under the CCPA.** To the extent Company is subject to the obligations and mandates of the CCPA, Company shall afford a California-resident User the following rights:

- i. the right to know what personal information is collected, used, shared, or sold both as to the categories and specific pieces of personal information;
- ii. the right to delete personal information held by Company and, by extension, the Service Providers of Company;
- iii. the right to opt-out of sale of personal information, including Personal Data; Users may direct Company to cease, terminate, and stop the sale of Users' personal information, including the Personal Data;
- iv. the right to non-discrimination in terms of price, service, access, use, or consumption of Company's resources, including the Website, when the User exercises a privacy right available under the CCPA; and
- v. all other obligations and mandates available under the CCPA, available at Cal. Civ. Code § 1798.100 *et seq.*, effective as of January 1, 2020.

## **IX. Rights under the General Data Protection Regulation (GDPR)**

**A. Applicability of the GDPR.** To the extent Company, as a Data Controller, processes personal information, including Personal Data, of an EU-resident User, and meets any of the following three (3) criteria, Company is subject to the obligations and mandates of the GDPR:

- i. Company has an establishment in the European Union (EU); or
- ii. Company is not established in the EU, but either:
  - a. Offers goods or services to Users who are EU residents; or
  - b. Monitors the behavior of Users who are EU residents.

**B. Rights under the GDPR.** To the extent Company is subject to the obligations and mandates of the GDPR, Company shall afford the EU-resident User the following rights, all of which are defined and elaborated upon in Articles 12 to 23 of Chapter 3 of Regulation (EU) 2016/679 (General Data Protection Regulation):

- i.** the right to be informed;
- ii.** the right of access;
- iii.** the right to rectification;
- iv.** the right to erasure or deletion (i.e., the “right to be forgotten”);
- v.** the right to restrict Processing;
- vi.** the right to portability of personal information, including Personal Data;
- vii.** the right to object; and
- viii.** rights in relation to automated decision-making and profiling.

## **X. Cross-Border Transfer**

**A. Within and Outside of the United States.** This Privacy Policy is governed by the laws of the United States, and the Platform is not intended to subject Company to the laws or jurisdiction of any state, country, or territory other than that of the United States. Your Personal Data may be stored and processed in any country where We have facilities or in which We engage vendors, contractors, subcontractors, Service Providers, or other third parties; by using or accessing the Platform, User acknowledges that Your information and data, including Your Personal Data, may be transferred to countries outside of your country of residence, including the United States, which may have data protection rules that are different from those of Your country or territory.

**B. Transfer from the EEA.** For transfers of personal information and data, including Your Personal Data, to countries outside of the European Economic Area (EEA) and not considered adequate by the European Commission, Company has implemented safeguards, such as the mandatory flow down of standard contractual clauses adopted by the European Commission regarding Personal Data. For a list of those countries within the EEA, as well as those countries the European Commission deems sufficient in its offering of an adequate level of data protection, please visit this link: [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en).

## **XI. General Provisions**

- A. Terms of Use.** Conditioned upon the use of and access to the Platform and its contents, services, and resources, Company mandates User to accept and agree to be bound by Company's policy on its terms and conditions of use ("Terms of Use"), which is incorporated herein by reference at <http://www.peacefularmy.com/>.
- B. Cookie Policy.** Conditioned upon the use of and access to the Platform and its contents, services, and resources, Company mandates User to review and agree to be bound by Company's policy on its use and employment of Cookies ("Cookie Policy"), which is incorporated herein by reference at <http://www.peacefularmy.com/>.
- C. Do-Not-Track Technology.** The Website will continue to operate as described in this Privacy Policy, whether or not a "Do Not Track" signal or similar mechanism is received from Your web browser. We do not support Do Not Track ("DNT") technology. You can enable or disable DNT by adjusting, altering, or changing the settings on the web browsers of Your preference.
- D. Comments, Concerns, and Complaints.** All feedback, comments, request for technical support, and other communications relating to the Platform, the Platform's contents, resources, and services, and the Privacy of Your data, should be directed to the applicable agents and representatives in the manner and the means laid forth below. All communications must be performed by e-mail, telephone, fax, or U.S. Mail, using the information as follows:

  - i.** E-Mail: [gretavanfleet@peacefularmy.com](mailto:gretavanfleet@peacefularmy.com)
  - ii.** Telephone: 615-649-9449
  - iii.** U.S. Mail: PO Box 70724, Nashville, TN 37207