

Updated as of September 25, 2023

PRIVACY POLICY

I. Introduction

Her Competitive Advantage, Inc. (“Company,” or “we,” “us,” and “our”) values your privacy and is committed to maintaining your trust. We provide this Privacy Policy to inform you of our policies and procedures regarding the collection, use, and disclosure of personally identifiable information received from visitors to and/or users of the Company’s website located at www.JoinHer.com and related website at <https://portal.hercompetitiveadvantage.com> (collectively, the “Website”) and provision of Services, as that term is defined herein, online. Specifically, through its Website, the Company provides the first ever and only membership-based platform (“PaaS”) for Universities (“University” or “Universities” in the plural) and current and former collegiate female athletes on an individual basis (“Student-Athletes”) with the mission of connecting Student-Athletes with companies and recruiters who value their unique skillset (“Employer(s)”). The Company also provides speaking engagements and experiential learning conferences through Universities (“Speaking Engagement(s)”). Collectively, the membership-based PaaS for Universities, Student-Athletes, and Employers, as well as Speaking Engagements are referred to herein as the Company’s “Services”.

II. General Data Protection Regulation

This Company is headquartered in Nevada. As a Nevada-based company, we do not knowingly advertise in the European Union (EU), or market our Services to residents of the EU. However, our Website and/or App do not restrict visitors from the EU; we do not have in place any protections to prevent EU residents from accessing our Website and/or App. As a result, we provide the foregoing disclosure to EU data subjects.

The Company’s processing of the Personal Information, such as the name, address, email address, or telephone number of an EU data subject (hereinafter, “Personal Information” or “Personal Data”) that is voluntarily supplied by the individual, or supplied by an authorized third party, shall always be in line with the General Data Protection Regulation (“GDPR”), and in accordance with the country-specific data protection regulations applicable to the Company.

By means of this Privacy Policy, our Company would like to inform you of the nature, scope, and purpose of the Personal Information we collect, use and process, as defined herein. Specifically, if you are an EU data subject visiting our Website or downloading our App, you are hereby informed, by means of this section of our Privacy Policy, of the rights to which you are entitled, and the recourse you may seek if you have any questions regarding the collection, use, and processing of Personal Information by the Company. You may email us with requests at Stephanie@joinher.com.

Your Privacy Rights under the GDPR. The GDPR includes the following rights for you, as an EU data subject, if you provide Personal Information to the Company in connection with accessing the Services or visiting our Website:

- The right to be informed about how we store, use, or share your data;
- The right to access your data;

- The right to rectify your data;
- The right to have us erase your data;
- The right to prevent us from processing your data;
- The right to request copies of your data from us in a commonly-used and machine-readable format, free of charge, for the purposes of transfer to a third party, where technically feasible;
- The right to object to use or sharing of your data; and
- The right not to be subject to automated decision-making, including profiling

Legitimate Business Interest under the GDPR. Our use of your Personal Information is based on the legitimate business grounds that:

- The use is necessary in order to fulfill our commitments to you under our Terms of Service or other agreements with you or is necessary to administer your account – for example, in order to enable access to our Website on your device or charge you for our Services;
- The use is necessary for compliance with a legal obligation;
- The use is necessary in order to protect your vital interests or those of another person or entity;
- We have a legitimate interest in using your information – for example, to provide and update our Website or Services, to improve our Website or Services so that we can offer you an even better user experience, to safeguard our Website or Services, to communicate with you, to measure, gauge, and improve the effectiveness of our advertising, and better understand user retention and attrition, to monitor and prevent any problems with our Services, and to personalize your experience; and/or
- You have given us your consent.

Data Retention/Erasure. We will retain your Personal Information for as long as needed to provide the applicable Services, or for a minimum period of four (4) years. If, at any time after agreeing to this Privacy Policy, you: (1) change your mind about receiving information from us; (2) wish to revoke permission for us to retain and use your Personal Information; (3) wish to object to the processing of your Personal Information; or (4) wish for us to erase a copy of your data, please make a request to the Company Stephanie@joinher.com. If you request erasure of your data, we may retain some of your Personal Information only for legitimate business interests, such as fraud detection, prevention, and enhancing the safety of our Website; and to comply with our legal obligations, specifically our tax, legal reporting, and auditing obligations.

Our Response to Your Requests. If you make any requests regarding your Personal Information, we will not charge you for compliance with the request. The Company will respond and comply within 30 days. The Company reserves the right to refuse or charge for requests that are **manifestly unfounded or excessive**. If we refuse your request, we will tell you why we are refusing your request. You have the right to complain to the relevant supervisory authority and to a judicial remedy, but you must do so within one month of our refusal.

Data Controller. With the exception of processing payments, for which Clover Connect is the Payments Data Controller; the Company is the “data controller,” as defined under the GDPR, or the legal entity which determines the purposes and means of the processing of Personal Information of the customers of the Company and visitors to its Website. The Company is responsible for collecting your consent, managing consent-revoking, enabling right to access,

etc. If you wish to revoke consent for us to store, use, or share your Personal Information, you may contact us at Stephanie@joinher.com.

Data Processor. The Company is the “data processor,” as defined under the GDPR, or the legal entity which processes, as this term is defined here in footnote 1, your Personal Information. The Company has not retained any third-party service provider to process your Personal Information. Any processing of Personal Information shall be done solely by the Company. The Company maintains records of any processing activities it performs, and is able to show how the Company complies with the data protection principles under the GDPR. It has effective policies and procedures in place. If you have questions regarding the processing of your Personal Data, you may contact us at Stephanie@joinher.com.

Data Protection Officer. The Company is not formally required to designate a Data Protection Officer (“DPO”) because it is not: (1) a public authority; (2) an organization that carries out regular and systematic monitoring of individuals on a **large scale**; or (3) an organization that carries out **large scale** processing of special categories of data, such as health information or information about criminal convictions.

Breach. The Company has reasonable internal policies and procedures in place to effectively detect, report, and investigate a data breach. The GDPR defines a Personal Information breach as “a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information.” Pursuant to the GDPR, the Company will notify you of a Personal Information breach where the Personal Information breaches are likely to present a risk to data subjects to data protection authorities (“DPAs”) without undue delay, and within 72 hours if feasible, after becoming aware of the breach; and communicate high-risk breaches to affected data subjects without undue delay. In the unfortunate event of breach, the Company shall provide you with: (i) contact details of the DPO or other contact person for the Company, (ii) a description of the nature of the breach, (iii) likely consequences of the breach, (iv) measures the Company has taken or proposes to take to address the breach, and (v) advice on steps data subjects can take to protect themselves.

Note: Data Protection Impact Assessment (DPIA). The Company is not required to undergo a DPIA because the Company’s data processing is not likely to result in a high risk to data subjects, such as in cases where: (1) new technology is being deployed; (2) profiling operations may significantly affect individuals; or (3) processing is on a **large scale** and involves special categories of data. If you have any questions regarding DPIA compliance by the Company, you may contact us at Stephanie@joinher.com.

Complaints. Without prejudice to any other administrative or judicial remedy, every EU data subject shall have the right to lodge a complaint with a supervisory authority, in particular in the Member State of his or her habitual residence, place of work or place of the alleged infringement of the data subject considers that the processing of Personal Information relating to him or her infringes this Regulation.

III. Use, Processing, and Sharing of Personal Information

The following information applies to anyone who shares with us his, her, or a third-party’s Personal Information. We may use, process, and/or share your Personal Information (and we have done so in the past 12 months):

- To respond to your inquiries and your requests regarding our Website or Services.
- To send you information regarding our services and changes to our terms, conditions, and policies.
- To complete your account registration, process your payments, and communicate with you regarding your purchase of our Services.
- To send you marketing communication and newsletters about our Services.
- To personalize your experience on our Website.
- To inform you and allow you to participate in our Company's promotions.
- To facilitate social sharing functionality.
- To collaborate with business affiliates, partners, vendors, or service providers to provide you with our Services.
- In connection with our business purposes, as described above, including but not limited to data analysis, audits, fraud monitoring and prevention, developing or enhancing new and existing products and/or services, expanding our business activities, etc.

We will not use and/or share your Personal Information:

- With anyone except for our Company's authorized service providers, business affiliates, and business partners such as marketing partners, recruiters, companies hiring Student-Athletes, corporate partners, other members who subscribe to our Services, and strictly for business purposes; or unless we specifically inform you, and give you an opportunity to opt out of sharing your Personal Information.
- To run interest-based advertising campaigns that collect Personal Information such as email addresses, telephone numbers, and credit card numbers.
- To use or associate Personal Information with remarketing lists, cookies, data feeds, or other anonymous identifiers.
- To use or associate targeting information, such as demographics or location, with any Personal Information collected from the ad or its landing page.
- To share any Personal Information with Google or third party companies through our remarketing tag or any product data feeds which might be associated with our ads.
- To send Google or third party companies precise location information without obtaining your consent.

However, we reserve the right to disclose Personal Information that we believe, in our sole discretion, to be necessary or appropriate in the following circumstances:

- As required by law, such as to comply with a subpoena, or similar legal process.
- When we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request.
- To enforce our Terms of Service.
- To allow us to pursue available remedies or limit the damages that we may sustain.

IV. Collection of Other Information

Personally Non-Identifiable Information: We may collect personally non-identifiable information, including but not limited to demographic data, age, education level, profession,

geographic location or gender, from you at the time of registration on our Website or app, or when you choose to use our Services. This information is not, by itself, sufficient to identify or contact you. The Company may store such information, or it may be included in databases owned and maintained by partners, affiliates, agents, or service providers of the Company. The Company may use such information and pool it with other information to track data related to growing the business, such as the total number of visitors to our Website and the domain names of our visitors' Internet service providers.

Protected Health Information (“PHI”) and HIPAA:

The Company does not seek PHI from Student-Athletes, but recognizes that there is a possibility that Student-Athletes may share PHI with us in relation to their job applications.

The Federal Health Insurance Portability and Accountability Act (“HIPAA”) provides specific protections for the privacy and security of Protected Health Information (“PHI”) and restricts how PHI is used and disclosed by Covered Entities and its Business Associates.

COMPANY IS NOT A COVERED ENTITY OR A BUSINESS ASSOCIATE AND DOES NOT INTEND TO OPERATE AS A COVERED ENTITY OR BUSINESS ASSOCIATE AS SUCH TERMS ARE DEFINED UNDER HIPAA. ANY PERSONAL INFORMATION THAT YOU PROVIDE TO THE COMPANY IS NOT CONSIDERED PHI UNDER HIPAA.

This Website is not intended to be used to communicate PHI in accordance with our Terms of Service. Should you decide to share information regarding your past, present, or future physical or mental health conditions, we cannot guarantee that your information sent through this Website, PaaS, or transmitted to us via any other platforms we use to offer you Services will be kept secure and protected. If you share any such information through the Website or any other avenue we use to provide you with Services, you herein agree that you do so at your own risk.

Location-Based Information. Our Service may use location-based services in order to locate you so we may verify your location, deliver you relevant content based on your location as well as to share your location with our marketing partners, recruiters, companies hiring Student-Athletes, corporate partners, other members who subscribe to our Services, and strictly for business purposes.

Aggregated Personal Data: The Company may analyze your Personal Information provided through the Website or in connection with rendering the Services, in aggregate form. This aggregate information does not identify you personally. We may share this aggregate data with our partners, affiliates, agents, or service providers for business purposes. We may also disclose aggregated statistics to explain our Services to current and prospective business partners, and to other third parties for other lawful, business-related purposes.

Customer Credit Card Information. The Company uses a Third-Party Payment Processor, as that term is defined in the Privacy Policy which is incorporated by reference herein, to keep a protected copy of your credit card number. The Third-Party Payment Processor is Clover Connect. This billing data belongs to you, and by utilizing the Service, you grant the Company a license to use this data to bill you for services rendered. By purchasing the Services of the Company, you herein agree to the Terms of Service and Privacy Policy of Clover Connect, located at <https://www.clover.com/privacy-policy> and <https://www.clover.com/terms>.

V. Website Tracking

We may, either directly or through third party companies and individuals we engage to provide services to us, also:

- Track your use of our Website and the Services for purposes of our own customer support, analytics, research, product development, fraud prevention, risk assessment, regulatory compliance, investigation, etc.
- Track your use of the Website and the Services to enable you to use and access the Services and pay for your activities on the Website and through the Services.
- Track your behavior on our own Website and use of the Services to market and advertise our services to you on our Website platform and third party websites. You may opt out of receiving advertisements by visiting the Network Advertising Initiative (<http://www.networkadvertising.org/choices/>) and/or the Digital Advertising Alliance (<http://www.aboutads.info/choices/>). Please note that even if you choose to opt-out of receiving targeted advertising, you may still receive advertising on the Services, generally. The advertising will simply not be targeted or specific to your interests.

VI. Tracking Technologies on our Website

The Company may use the foregoing technologies to track your activity on our Website:

Cookies. When you visit our Website or otherwise interact with the Service, we may send one or more “cookies” to your computer or other devices. Cookies are alphanumeric identifiers stored on your computer through your web browser and are used by most websites to help personalize your web experience. Some cookies may facilitate additional site features for enhanced performance and functionality such as remembering preferences, allowing social interactions, analyzing usage for site optimization, providing custom content, allowing third parties to provide social sharing tools, and serving images or videos from third party websites. Some features on this site will not function if you do not allow cookies. We may link the information we store in cookies to any Personal Information that you submit while visiting our Website.

We may use both session ID cookies and persistent cookies. A session ID cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. Persistent cookies enable us to track and target the interests of our users to enhance the experience on our site.

Functional cookies, persistent and session type, store information to enable core site functionality, such as Live Chat and Client ID remembrance.

Analytics cookies allow us to count page visits and traffic sources so we can measure and improve the performance of our site and our marketing campaigns.

Advertising cookies may be set through our Website by our advertising partners. Data may be collected by these companies that enable the companies to serve up advertisements on other sites that are relevant to your interests.

If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to automatically decline cookies, or be given the choice of

declining or accepting the transfer to your computer of a particular cookie (or cookies) from a particular site. You may also wish to refer to <http://www.allaboutcookies.org/manage-cookies/index.html>.

If you reject cookies, you may still use our site, but some features on the site will not function properly.

Web Beacons. Web beacons are electronic files that signal when a webpage, advertisement, video, other content, an email or newsletter has been viewed. They are usually invisible to you. We may use web beacons alone or in conjunction with cookies to compile information about our Service. Web beacons may be used within the Service to track email open rates, web page visits or form submissions. In some cases, we tie the information gathered by web beacons to your Personal Information to gauge the effectiveness of certain communications and our marketing campaigns.

Log Files. A Log File is a file that records either events that occur in an operating system or other software runs, or messages between different users of a communication software. Log file information is automatically reported by your browser or mobile application each time you access the Website or our Services. Along with cookies and web beacons, log files help provide additional functionality to the Website and Services and help us analyze Website and Services usage more accurately. We and our third party tracking-utility partners may use log files on our Service to gather automatically gather and store information including, but not limited to, internet protocol (“IP”) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data, for business purposes. We may use Google Analytics, which uses cookies and other similar technologies to collect and analyze information about the use of the Service and report on activities and trends. This service may also collect information regarding the use of other websites, apps and online resources. You can learn about Google’s practices by going to www.google.com/policies/privacy/partners/, and opt out of them by downloading the Google Analytics opt-out browser add-on, available at <https://tools.google.com/dlpage/gaoptout>.

Embedded Scripts. An embedded script is programming code that is designed to collect information about your interactions with the Service, such as the links you click on. The code is temporarily downloaded onto your Device from our web server or a third party service provider, is active only while you are connected to the Service, and is deactivated or deleted thereafter.

Browser Fingerprinting. Collection and analysis of information from your Device, such as, without limitation, your operating system, plugins, system fonts and other data, for purposes of identification.

ETag, or entity tag. A feature of the cache in browsers. It is an opaque identifier assigned by a web server to a specific version of a resource found at a URL. If the resource content at that URL ever changes, a new and different ETag is assigned. Used in this manner ETags are a form of Device Identifier. ETag tracking may generate unique tracking values even where the consumer blocks HTTP, Flash and/or HTML5 cookies.

VII. Children

The Children’s Online Privacy Protection Act of 1998 (COPPA) and its accompanying FTC regulation protects the privacy of American children aged 13 and under, who are using the Internet. The GDPR sets the age at which an EU child can give their own consent in order to process their Personal Data at 16 years of age.

The Website and our related Services are not intended for anyone under 16, and we do not knowingly collect information from anyone under the age of 16. Anyone aged 16 or under should not submit any Personal Information without the permission of their parents or guardians. Parents or guardians may, on behalf of their children, submit their children's Personal Information. By using the Website and our related Services, you are representing that you are at least 16 years old and that you have the relevant legal authority to submit your Personal Information or that of a third-party minor, to the Company or on the Company's Website.

It would not be a reasonable expectation that a child under the age of 16 would be attempting to create a profile on our platform. In the event that a child has created a profile or someone on the platform is suspected of being a child, please contact Stephanie@joinher.com to have the profile promptly removed along with any data collected about the individual.

VIII. Links to Other Websites

This Privacy Policy does not address, and we are not responsible for the privacy, information or other practices of any third parties. This Privacy Policy applies only to this Website and the Company's Services. It does not apply to any third-party sites, and the inclusion of a link does not imply endorsement of the linked site or service by us or by our affiliates.

We are not responsible for the collection, usage and disclosure policies and practices (including the data security practices) of other organizations, such as Facebook, Apple, Google, Microsoft, RIM or any other app developers, app provider, social media platform provider, operating system provider, wireless service provider or device manufacturer, including any Personal Information you disclose to other organizations through or in connection with the Website, app, or Services.

IX. Security

We maintain reasonable and appropriate, although not infallible, security precautions. However, we cannot guarantee that hackers or unauthorized personnel will not gain access to your Personal Information, despite our reasonable efforts. You should note that in using the Website, app, and/or our related Services, your information will travel through third-party infrastructures which are not under our control. Please feel free to raise any questions, concerns or specific directions you may have regarding the privacy and security of your information to Stephanie@joinher.com

X. Data Retention

We will retain your Personal Information for four (4) years, or as long as needed to provide the applicable Services. Our data retention period may change in the future if a longer retention period is required or permitted by law.

XI. Do Not Track

Your browser setting may allow you to automatically transmit a "Do Not Track" signal to websites you visit. The Company's Website does not respond to "Do Not Track" signals or other mechanisms from a visitor's browser. If, in the future, we create a program or protocol to

respond to such web browser "Do Not Track" signals, we will inform you of the details of that protocol in this Privacy Policy. To find out more about "Do Not Track," please visit <https://www.allaboutdnt.com>.

XII. Advertising/Google Ads

On this Website, the Company has integrated Google Ads. Google Ads is a service for Internet advertising that allows the advertiser to place ads in Google search engine results and the Google advertising network. Google Ads allows an advertiser to pre-define specific keywords with the help of which an ad on Google's search results only then displays when the user utilizes the search engine to retrieve a keyword-relevant search result. In the Google Advertising Network, the ads are distributed on relevant web pages using an automatic algorithm, taking into account the previously defined keywords.

The operating company of Google Ads is Google Inc., 1600 Amphitheatre Pkwy, Mountain View, CA 94043-1351, United States.

The purpose of Google Ads is the promotion of our website by the inclusion of relevant advertising on the websites of third parties and in the search engine results of the search engine Google and an insertion of third-party advertising on our website.

If a data subject reaches our website via a Google ad, a conversion cookie is filed on the information technology system of the data subject through Google. The definition of cookies is explained above. A conversion cookie loses its validity after 30 days and is not used to identify the data subject. If the cookie has not expired, the conversion cookie is used to check whether certain sub-pages, e.g, the shopping cart from an online shop system, were called up on our website. Through the conversion cookie, both Google and the controller can understand whether a person who reached a Google Ads ad on our website generated sales, that is, executed or canceled a sale of goods.

The data and information collected through the use of the conversion cookie is used by Google to create visit statistics for our website. These visit statistics are used in order to determine the total number of users who have been served through Google Ads ads to ascertain the success or failure of each Google Ads ad and to optimize our Google Ads ads in the future. Neither our company nor other Google Ads advertisers receive information from Google that could identify the data subject.

The conversion cookie stores personal information, e.g. the Internet pages visited by the data subject. Each time we visit our Internet pages, Personal Information, including the IP address of the Internet access used by the data subject, is transmitted to Google in the United States of America. Personal Information is stored by Google in the United States of America. Google may pass these Personal Information collected through the technical procedure to third parties.

The data subject may, at any time, prevent the setting of cookies by our website, as stated above, by means of a corresponding setting of the Internet browser used and thus permanently deny the setting of cookies. Such a setting of the Internet browser used would also prevent Google from placing a conversion cookie on the information technology system of the data subject. In addition, a cookie set by Google Ads may be deleted at any time via the Internet browser or other software programs.

The data subject has a possibility of objecting to the interest based advertisement of Google. Therefore, the data subject must access from each of the browsers in use the link www.google.com/settings/ads and set the desired settings.

Further information and the applicable data protection provisions of Google may be retrieved under <https://www.google.com/intl/en/policies/privacy/>.

XIV. Your California Privacy Rights

California “Shine the Light” Law

Under California Civil Code Section 1798.83, California customers are entitled to request information relating to whether a business has disclosed Personal Information to any third parties for the third parties’ direct marketing purposes. This code section applies to businesses with 20 or more full or part-time employees. **At this time, the Company does not need to comply with this law, but does so voluntarily in an effort to assure you that we value your privacy.**

You may request and obtain from us once a year, free of charge, certain information about the Personal Information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of Personal Information that was shared and the names and addresses of all third parties with which we shared information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to Stephanie@joinher.com

California Consumer Privacy Act

Organizations who are subject to the California Consumer Privacy Act (CCPA) must provide a clear and conspicuous link titled “Do Not Sell My Personal Information” on their homepage and in their privacy policy in order to meet the requirements of the new CA privacy law effective as of January 1, 2020. The law applies to businesses with over \$25 million in revenue, those handling information from 100,000 consumers, or deriving 50%+ annual revenue from selling consumer personal information. **At this time, the Company does not need to comply with this law, but does so voluntarily in an effort to assure you that we value your privacy.**

You may opt out of the Company’s sale of your personal information at any time by emailing us at Stephanie@joinher.com. Under the CCPA, “personal information” is defined to include information that identifies or relates to a particular consumer or household including, but not limited to, name, postal address, email address, IP address, social security number, personal property records, purchasing histories, biometric information, internet activity such as browsing or search history, geolocation data, employment information, education information and inferences drawn from this information, in so far as it is not publicly available information. The Company’s “sale” of personal information is broadly defined by the law to include selling, renting, releasing, disclosing, disseminating, making available, transferring or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s personal information by the business to another business or a third party for monetary or other valuable consideration. In other words, most business to business transfers of personal information will fall within the definition of a sale.

The Company has provided visitors to our Website with a link to an Internet Web page on our Website enabling visitors to opt out of the “sale” of their “personal information.” Our Website also contains a recognizable and uniform opt-out logo or button to promote consumer awareness of the option to opt-out. Please feel free to access both for more information and to effectively opt out.

Additionally, If you are a California resident age 16 or older, as of January 1, 2020, the CCPA gives you certain rights with respect to the processing of your personal information.

1. **RIGHT TO KNOW REQUEST** - Under the CCPA, you may have a right to request information about our collection, use, and disclosure of your personal information over the prior 12 months, and ask that we provide you with the following information:
 - Categories of and specific pieces of personal information we have collected about you.
 - Categories of sources from which we collect personal information.
 - Purposes for collecting, using, or selling personal information.
 - Categories of third parties with which we share personal information.
 - Categories of personal information disclosed about you for a business purpose.
 - If applicable, categories of personal information sold about you and the categories of third parties to which the personal information was sold, by category or categories of personal information for each third party to which the personal information was sold.

2. **RIGHT TO DELETE REQUEST** - You may also have a right to request that we delete personal information, subject to certain exceptions. They can be invoked if it is necessary for the Company to maintain the personal information pursuant to the exception.
 - Transactional: Complete the transaction for which the personal information was collected, provide a good or service requested by the consumer, or reasonably anticipated within the context of a business's ongoing business relationship with the consumer, or otherwise perform a contract between the business and the consumer.
 - Security: Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity.
 - Errors: Debug to identify and repair errors that impair existing intended functionality.
 - Free Speech: Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law.
 - CalECPA Compliance: Comply with the California Electronic Communications Privacy Act
 - Research in the Public Interest: Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the businesses' deletion of the information is likely to render impossible or seriously impair the achievement of such research, if the consumer has provided informed consent.
 - Expected Internal Uses: To enable solely internal uses that are reasonably aligned with the expectations of the consumer based on the consumer's relationship with the business.
 - Legal Compliance: Comply with a legal obligation.
 - Other Internal Uses: Otherwise use the consumer's personal information, internally, in a lawful manner that is compatible with the context in which the consumer provided the information.

Absent an exception, under the CCPA, we have 45 days to comply with your request.

3. **DISCLOSURES OF PERSONAL INFORMATION FOR BUSINESS PURPOSE** - In the preceding 12 months, we may have disclosed certain personal information to the categories of recipients listed in Section III of this Privacy Policy for one or more business purposes. If you are a California resident 16 years of age or older and would like to make a verifiable request for

information about the personal information we have collected about you or a request for deletion of such personal information, please submit your request in writing to Stephanie@joinher.com.

XV. Open ID Providers/Facebook Connect

You may log into your account on our Website and/or access our Services using sign-in services such as Facebook Connect or an Open ID provider. These services will authenticate your identity and provide you the option to share certain Personal Information with us, such as your name and email address to pre-populate our registration form. Services, like Facebook Connect, give you the option to post information about your activities on this Website to your profile page to share with others within your network if you so choose.

XVI. Public Forum on our Website

Our Website offers publicly accessible message boards, blogs, and community forums to which you may contribute. You may submit ideas, user profiles, writings, music, video, data, questions, comments, suggestions or other content, including Personal Information (collectively, "User Content"), such as on profiles, blogs and message boards. We or others may store, display, reproduce, publish, distribute or otherwise use User Content online or offline in any media or format (currently existing or hereafter developed), and may or may not attribute it to you.

Please think carefully before deciding what information you share, including Personal Information, in connection with your User Content. Please note that the Company does not control who will have access to the information that you choose to make public, and cannot ensure that parties who have access to such publicly available information will respect your privacy or keep it secure. Our promises regarding handling of your Personal Information under this Privacy Policy do not apply to any information that you disclose publicly, share with others or otherwise upload onto the publicly available positions of our Website. We are not responsible for the accuracy, use, or misuse of any User Content that you disclose or receive from third parties through the Website.

To request removal of your Personal Information from our blog or community forum, contact us at Stephanie@joinher.com. In some cases, we may not be able to remove your Personal Information, especially if it was already re-posted by another user. If this is the case, we will let you know if we are unable to do so and why in response to your request.

XVII. Testimonials, Ratings and Reviews

If you submit testimonials, ratings, or reviews of the Services directly on our Website, any Personal Information you include will be displayed on the Website. We may also partner with third-party service providers to collect and display ratings and review content on our Website. If you provide our third-party service providers with your Personal Information in the process of submitting your rating and review, the content and Personal Information collected by a third party will be posted on our Website, absent your express instruction not to do so. If you want your testimonial, rating, or review removed from our Website at any time, please contact us at Stephanie@joinher.com.

XIX. Changes

This Privacy Policy may be updated from time to time for any reason, at our sole discretion. We will notify you of any material changes to our Privacy Policy by posting the new Privacy Policy on our Website, and emailing you a copy of the revised Privacy Policy or a link to it. You are advised to consult our Website regularly for any changes.

XX. Incorporation into Terms of Service

By using or accessing the Website or the Services, you are accepting the practices described in this Privacy Policy, and you are consenting to our processing of your information as set forth in this Privacy Policy and as amended by us. This Privacy Policy is incorporated into, and considered a part of, the Company's Terms of Service.

XXI. Opt-Out Policy

If, at any time after registering, you change your mind about receiving information from us or about the use of information volunteered by you, or if you prefer that we do not share your Personal Information with third parties for marketing purposes, please contact us at Stephanie@joinher.com

XXII. Contact Us

If you have any questions or concerns relating to our use of your Personal Information, please email Stephanie@joinher.com. Additionally, you may reach us by postal mail at:

Her Competitive Advantage, Inc.
9360 W Flamingo Road
Ste 110 Box #268
Las Vegas, Nevada 89147