

*Website and Back-Office Privacy Policy*

You have entered a “replicated website,” of an Independent IpP for pawTree, LLC., the Back-Office of a pawTree Independent Pet Pro (hereinafter “IpP”), the corporate website of pawTree, LLC, or a mobile application (“App”) operated by pawTree (referred to herein as “pawTree”, “our”, “us” or “we”). The Site is operated by pawTree, and your data is hosted on the server of a third-party technology provider. The information you submit on this Site is accessed by pawTree. The IpP to whom this Site is assigned can access your contact and order information (except as set forth in this privacy policy). An IpP cannot access your financial information. By visiting this Site and providing information to pawTree you consent to the following privacy policy, use and disclosure of information.

**INFORMATION COLLECTION**

***Personally Identifiable Information***

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

***IpP and Customer Information***

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

**INFORMATION USE & SHARING**

***Personally Identifiable Information***

pawTree DOES NOT share personally identifiable information except with contracted service providers as may be necessary to: (a) process orders and/or returns and obtain payment; (b) complete an enrollment as an IpP or customer; (c) maintain our genealogy database; (d) issue payment and report income to taxing authorities; (e) maintain communication with you; and (f) to assist law enforcement in an investigation, and/or (g) inform your upline IpPs of your contact information so that they can manage their downline businesses (h) to upline IpP(s) as described in the Genealogy Information section; and/or (i) to list the IpP on the Company’s IpP locator feature on the Company’s website; (j) to assign a sales

or enrollment lead to an IpP; (k) to governmental agencies as required pursuant to law and (l) for recognition purposes.

### ***Order Processing & Tax Compliance***

We utilize many third-party providers (for example & not limitation): software, shipping & merchant processing), to accept and ship your order. Each of these third-party providers requires your personal information to provide their service. We provide them with your personal information so your order can be fulfilled.

We also issue an annual 1099 to those IpPs who earn \$600 or more annually. By law we must report this to the Internal Revenue Service.

### ***Genealogy Information***

Your personal information is collected on enrollment and maintained by our software provider.

As a network marketing company, pawTree provides certain information to IpPs regarding the other IpPs and Customers enrolled in an IpP's downline marketing organization. If you enroll as an IpP or Customer with pawTree, your name, address, email address, telephone number, and sales volume information will be provided to other IpPs as downline genealogy information. Information relating to downline IpPs is made available to pawTree IpP subject to a confidentiality and non-solicitation covenant in the agreement that each IpP enters with pawTree. However, pawTree does not warrant that other IpPs will adhere to the confidentiality and non-solicitation covenants, and pawTree shall not be responsible for IpPs' violation of these covenants.

### ***Enrollment***

The information you provide when you enroll is the only personal information we collect. It will be used by pawTree and disclosed as indicated in this privacy policy.

### ***Sales Information***

If you make a purchase from an IpP's Replicated Website, we will provide the IpP to whom this Site is assigned with your name, contact information, a description of the item(s) purchased, the sales volume associated with the purchase, the purchase price(s) of the items purchased, and tracking information so he/she knows if the item(s) were delivered. No other personally identifiable information will be shared with the IpP.

### ***Compliance Actions***

If you are the subject of an investigation or action by pawTree's compliance department we may share your personal information with our attorneys..

If you are the subject of an investigation or action by pawTree's compliance department we will share your personal information with your upline and notify them of the allegations, evidence, and the resolution and disposition of the matter.

***Recognition***

We recognize IpPs who earn \$300.00 per month or more. We will post your name and that you have earned \$300 or more on our website.

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

pawTree may share aggregated demographic information (for business purposes only) with our partners, vendors, suppliers, third party providers, and advertisers. This is not linked to any personally identifiable information.

***Business Transitions***

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

***Lead Assignment and IpP Locator Features***

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

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

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

***Surveys***

It may become necessary to conduct surveys of our customers or IpPs. Should we deem it necessary to conduct a survey, we may outsource the survey to a third party. We will provide the third-party surveyor with your personal information as is necessary for the third-party surveyor to conduct the survey and to those third parties who are engaged to review

and analyze the results of the survey. We will not provide your social security number, credit card or banking information to the surveyor.

## COMMUNICATIONS FROM US

### *Special Offers and Updates*

pawTree sends all new IpPs and Customers a welcoming email to verify password, username, and acceptance of the IpP Agreement or Customer Agreement and any instructions. All IpPs and Customers will occasionally receive information on the pawTree business, products, services, special deals, and a newsletter.

### *Service Announcements*

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

### *IpP and Customer Service*

pawTree communicates with IpPs and Customers via email, regular mail, text message, telephone, social media & live chat and chatbot on a regular basis to provide requested services and in regard to issues relating to their pawTree business and products. pawTree communicates with customers with respect to products or services purchased by such customers from pawTree, or which customers may be interested in. Such communications may be by email, regular mail, text message or telephone. pawTree also communicates with IpPs through leaving messages in IpPs' Back-Offices. Text rates may apply.

## MISCELLANEOUS

### *Dispute Resolution*

While we certainly hope that we never have a dispute with our beloved visitors, if the unfortunate circumstance arises that we have a dispute that arises from or relates to your privacy rights or this privacy policy, you agree that we will first seek to resolve the dispute informally. If you are an IpP, the dispute resolution procedure in pawTree's policies & Procedures shall apply. You will notify us of the dispute within 90 days from which you first learn of the dispute by submitting an email to support@pawTree.com. Your notice must specify all facts you claim support your claim and a statement indicating what you believe is a fair resolution to your dispute. If we do not successfully resolve the dispute informally within 60 days from the date on which you submit your dispute notice, **you agree that subject to the exceptions listed below, all disputes (including questions whether a dispute is subject to arbitration) will be resolved through confidential binding arbitration. YOU ALSO AGREE TO WAIVE ALL RIGHTS TO PURSUE CLASS ACTION LAWSUITS, CLASS-WIDE ARBITRATIONS, MASS PROCEEDINGS AND ANY PROCEEDING IN WHICH SOMEONE ACTS IN A REPRESENTATIVE CAPACITY AGAINST PAWTREE. YOU FURTHER WAIVE**

**ALL RIGHTS TO COMBINE OR CONSOLIDATE PROCEEDINGS WITH THE CLAIM(S) OF ANY OTHER INDIVIDUAL OR ENTITY.** All arbitration will be held in Dallas, Texas and administered by the American Arbitration Association according to its Commercial Rules of Arbitration and Mediation, available at <https://www.adr.org/Rules>. Arbitration shall be governed by the Federal Arbitration Act and the substantive law of the State of Texas.

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

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

To institute informal dispute process, submit a [Dispute Notice](#) to [support@pawtree.com](mailto:support@pawtree.com).

### ***Changes to this Privacy Policy***

pawTree reserves the right to amend or change this Privacy Policy at any time as is reasonably necessary. When material changes or amendments are made to the Privacy Policy, we will announce the same under the Privacy Policy tab for a period of at least 30 days prior to implementation of the amended Privacy Policy.

### ***Links***

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

***California Residents*** [click here](#) to see your privacy rights.

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

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

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

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

**Online Privacy Policy Only**

This online privacy policy applies only to information collected through our website and not to information collected offline.

*Questions*

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

*Effective Date*

The effective date of this Privacy Policy is Effective on May 15, 2024.