

Pedia-Dose, LLC Privacy Notice for California Residents under the California Consumer Privacy Act of 2018

Effective Date: April 2025

Last Reviewed on: April 2025

This **Privacy Notice for California Residents** supplements the information contained in PediaDose, LLC's ("Company" or "we" or "us" or "our") **Privacy Policy** and applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this notice.

Information We Collect

Our Website collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("**Personal Information**"). In particular, Company's Website, located at www.pedia-dose.com, has collected the following categories of Personal Information from its consumers within the last twelve (12) months:

1. Identifiers such as a real name (or your children's name), alias, unique personal identifier, online identifier Internet Protocol address, email address, account name, or other similar identifiers.
2. Any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, physical characteristics or description, picture, weight, symptoms such as fever, medical information, or contact information such as address and telephone number. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
3. Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement.
4. Geolocation data.
5. Audio, electronic, visual, thermal, olfactory, or similar information.
6. Inferences drawn from any of the information identified above to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, preferences, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

Personal Information does not include:

- Publicly available information that is lawfully made available from government records.
- Deidentified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:

- health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
- Personal Information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

Company obtains the categories of Personal Information listed above from the following categories of sources:

- Directly from you from questions or forms you complete on the Website and/or application such as age and weight, or by you uploading a picture.
- Directly from you from inputting symptoms into the Website and/or application such as fever.
- Directly from you for purposes of contacting you such as your email.
- Indirectly from you. For example, from observing your actions on our Website.
- Indirectly from you when you click a 3rd party link in our Application or on our Website. For example, when you click on a link to Amazon in our Application, Amazon shares that information with us.

Use of Google Analytics

We use Google Analytics on our website.

If the above box is checked, then we use Google Analytics to provide internal insight on how the site performs, how frequently it is visited, how users interact with it, and to pinpoint potential improvements that we can implement to improve our user experience.

Google Analytics collects the following information:

- Behavioral data (which pages of our website you visit; how long you stay on each page)
- Browser type (e.g. Chrome, Firefox, etc.)
- Network provider
- Device category (desktop, tablet, or mobile)

None of this information is ever provided to third parties for dissemination of any kind.

Use of Personal Information

We may use or disclose the Personal Information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the information. For example, if you share your name and contact information to ask a question about our products or services, we will use that Personal Information to respond to your inquiry. If you provide your

Personal Information to purchase a product or service, we will use that information to process your payment and facilitate delivery. We may also save your information to facilitate new product orders or process returns.

- To provide, support, personalize, and develop our Website, products, and services.
- To create, maintain, customize, and secure your account with us.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your Website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our Website, products and services, databases and other technology assets, and business.
- For testing, research, analysis, and product development, including to develop and improve our Website, products, and services.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your Personal Information or as otherwise set forth in the CCPA.
- To evaluate or conduct 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 Personal Information held by Company about our Website users is among the assets transferred.

Company will not collect additional categories of Personal Information or use the Personal Information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

Company may disclose your Personal Information to a third party for a business purpose. When we disclose Personal Information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that Personal Information confidential and not use it for any purpose except performing the contract. The CCPA prohibits third parties who purchase the Personal Information we hold from reselling it unless you have received explicit notice and an opportunity to opt-out of further sales.

We share your Personal Information with the following categories of third parties:

- Service providers.
- Data aggregators.

Disclosures of Personal Information for a Business Purpose

In the preceding twelve (12) months, Company has disclosed the following categories of Personal Information for a business purpose:

- Identifiers.
- California Customer Records Personal Information categories.
- Protected classification characteristics under California or federal law.
- Biometric information.
- Internet or other similar network activity.
- Geolocation data.
- Inferences drawn from other Personal Information.

We disclose your Personal Information for a business purpose to the following categories of third parties:

- Service providers.
- Data aggregators

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their Personal Information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Company disclose certain information to you about our collection and use of your Personal Information over the past 12 months. Once we receive and confirm your verifiable consumer request (see *Exercising Access, Data Portability, and Deletion Rights*), we will disclose to you:

- The categories of Personal Information we collected about you.
- The categories of sources for the Personal Information we collected about you.
- Our business or commercial purpose for collecting or selling that Personal Information.
- The specific pieces of Personal Information we collected about you (also called a data portability request).
- The categories of third parties with whom we share that Personal Information.
- If we sold or disclosed your Personal Information for a business purpose, two separate lists disclosing:
 - sales, identifying the Personal Information categories that each category of recipient purchased; and
 - disclosures for a business purpose, identifying the Personal Information categories that each category of recipient obtained.

A verifiable consumer request means a request made by a consumer, or certain other persons authorized to act on the consumer's behalf, and that the business can reasonably verify (1798.140(y)).

Deletion Request Rights

Per California Civil Code, Section 1798.105, you have the right to request that Company delete any of your Personal Information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request (see *Exercising Access, Data Portability, and Deletion Rights*), we will delete (and direct our service providers to delete) your Personal Information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

1. Complete the transaction for which we collected the Personal Information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *et. seq.*).
6. 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 information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

- Clicking on the Contact-Us section in the settings portion of our Application. This requires that you set up an account to access all the features of the Application; when you initially set up your account there is a required verification process that requires you to click on a link in an email that is sent to you.
- Visiting www.pedia-dose.com

Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you.

Making a verifiable consumer request does not require you to create an account with us. However, we do consider requests made through your password protected account sufficiently verified when the request relates to Personal Information associated with that specific account.

We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

For instructions on exercising sale opt-out rights, see **Error! Reference source not found..**

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your Personal Information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance, specifically a portable document format (“pdf”).

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.

- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Other California Privacy Rights

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, please send an email to help@pedia-dose.com or write us at:

Pedia-Dose LLC
106 Public Square, Suite 115
Gallatin, TN. 37066

Arbitration

Subject to the provisions of this Privacy Notice for California Residents, all disputes, controversies, or claims arising out of or relating to this agreement or privacy policy will be resolved through mandatory binding arbitration that will be conducted in Newcastle County, DE as provided below. This agreement or privacy policy contains an arbitration provision to resolve disputes. No class or representative court action or jury trial is permitted. Arbitration is the referral of a dispute to one or more impartial persons for a final and binding determination and means that there shall not be a jury and that the rules of the proceeding will be conducted in accordance with established arbitration rules of the American Arbitration Association ("AAA"). To resolve a dispute with as minimum expense and maximum satisfaction as possible, we recommend contacting us first to resolve any dispute in as easy a fashion as possible, but you are permitted to proceed directly to arbitration, provided that before initiating arbitration, you first send notice to the Company to help@pedia-dose.com. Any dispute must be initiated with an AAA arbitrator in Newcastle County, Delaware, within one year of occurrence or to the maximum extent permitted by law. Any dispute that arises may only be resolved through an individual arbitration, and shall not be brought as a class action, a class arbitration, or any other proceeding where a person serves as the representative of any other person or persons. You agree that there is no right to a jury trial, and this provision will be governed both substantively and procedurally by the AAA to the maximum extent permitted by law. The selected arbitrator is without jurisdiction to conduct a class arbitration or other representative proceeding and may not consolidate one person's claims with another. Both parties must keep the dispute confidential, to the maximum extent permitted by law. As in the rest of this Terms of Use, if one part of this arbitration agreement is found to be invalid, the invalid provision shall be severed from the rest of this arbitration clause and agreement and the rest of this clause and agreement shall be valid.

I HAVE READ AND UNDERSTAND THAT I AGREE TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THOSE OF ANY CLASS ACTION, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH, OR TERMINATION THEREOF TO MEDIATION AND ARBITRATION, AND THAT THE DISPUTE RESOLUTION

PROVISIONS SET FORTH IN THIS SECTION CONSTITUTE A WAIVER OF THE PARTY'S RIGHT TO A JURY TRIAL.

Changes to Our Privacy Notice

Company reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on the Website and update the notice's effective date. **Your continued use of our Website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have any questions or comments about this notice, the ways in which Company collects and uses your information described below and in the **Privacy Policy**, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Website: www.pedia-dose.com

Email: help@pedia-dose.com

Postal Address:

PediaDose LLC
Attn: Privacy Officer – California
106 Public Square, Suite 115
Gallatin, TN. 37066
help@pedia-dose.com