

# TAUSTIN LABORATORIES, LLC D/B/A ASSURANCE SCIENTIFIC LABORATORIES

## PRIVACY POLICY

Effective Date: March 11, 2021

### INTRODUCTION

Assurance Scientific Laboratories ("we", "us", "our" or "Assurance Scientific Laboratories") respect the privacy of our customers, and we are committed to protecting your privacy through our compliance with this Privacy Policy ("Policy"). Please read this Policy carefully to understand how we will collect, store and process your information, and contact us with any questions. Capitalized terms not otherwise defined in this Policy shall have the meaning set forth in our <<Terms of Use>>.

This Policy describes the types of information we may collect from you or that you may provide when you visit one or more of our websites - [www.assurancescientificlabs.com](http://www.assurancescientificlabs.com); [www.simplicityhometest.com](http://www.simplicityhometest.com); or [www.assurance.generamedical.com](http://www.assurance.generamedical.com) (our "Websites") or purchase Services (as defined in the Terms of Use) from us, as well as our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On the Websites and in other electronic messages between you and the Websites.
- Through mobile and desktop applications identified on the Websites for use in conjunction with the Services and which provide dedicated non-browser-based interaction between you and the Websites.

This Policy does not apply to health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder. You should access our <<HIPAA Notice of Privacy Practices>> for that information.

If you do not agree with our policies and practices, your choice is not to use our Services. By accessing or using the Websites, you agree to this Policy. This Policy may change from time to time, and your continued use of the Websites or Services after we make changes is deemed acceptance of those changes. Please review this Policy periodically for any changes.

In addition to this Policy, we may provide additional disclosures about data collection as they relate to specific Services. Such notices will supplement or clarify this Policy and do not replace this Privacy Policy.

**Please be aware that under certain state laws, a laboratory performing particular tests is required to report positive test results to the Centers for Disease Control and Prevention other federal or state governmental agencies, which may include state health departments. We will comply with those reporting requirements and nothing in this Privacy Policy or any supplemental privacy disclosures will limit or restrict our ability to comply with those requirements.**

## **CHILDREN UNDER THE AGE OF 18**

Our Websites are not intended for children under 18 years of age. No one under age 18 may provide any information to or on the Websites. We do not knowingly collect personal information from anyone under 18. If you are under 18, do not use or provide any information on the Websites and do not purchase our Services. If we learn we have collected or received personal information from someone under 18 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 18, please contact us at [privacy@assurancescientificlabs.com](mailto:privacy@assurancescientificlabs.com).

California residents under 18 years of age may have additional rights regarding the collection and sale of their personal information. Please refer to our California Privacy Notice below for more information.

## **INFORMATION WE COLLECT AND HOW WE COLLECT IT**

We collect several types of information from and about visitors to our Websites and additional types of information from customers purchasing our Services, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, telephone number, date of birth, demographic identifiers, gender identity, and other information relevant to a particular service that will be identified for you at the time you purchase each Service ("**personal information**"); and
- About your internet connection, the equipment you use to access our Websites, and usage details, that does not individually identify you and we do not use it to individually identify you ("**non-personal information**").

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the Websites. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, or other similar tracking technologies.
- Indirectly from you and third parties, such as personal information we collect through processing your Test Kit and providing you Services.

### ***Information You Provide to Us***

The information we collect on or through our Websites may include:

- Information that you provide by filling in forms on our Websites. This includes information provided at the time of creating an Account (as defined in our **<<Terms of Use>>**) on the Websites, purchasing a Service, posting to the Websites, or requesting information from the Websites. We may also ask you for information when you create an Account, purchase a Service, post to the Websites or report a problem with the Websites.

- Records and copies of your correspondence (including email addresses), if you contact us.
- Details of transactions you carry out through our Websites and of the fulfillment of your orders. You will be required to provide financial information before placing an order through our Websites.
- Your search queries on the Websites.

You also may provide information to be published or displayed (hereinafter, "**posted**") on public areas of the Websites, or transmitted to other users of the Websites or third parties (collectively, "**User Contributions**"). Your User Contributions are posted on and transmitted to others at your own risk. Although we limit access to certain pages, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Websites with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

### ***Information We Collect Automatically***

As you navigate through and interact with our Websites, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns. This collection may be accomplished through cookies, embedded scripts, and other similar tracking technologies ("**Tracking Technologies**") to collect additional personal information automatically as you interact with the Websites and to personalize your experience with our Services. We also may use these technologies to collect information about your online activities over time and across third party websites or other online services ("**behavioral tracking**").

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer that enables the Websites to recognize your browser and remember certain information. We use first-party and third-party cookies for the following purposes: to make our Services function properly, to improve our Services, to make login to our Services easier (such as by remembering your User ID), to recognize you when you return to our Site, to track your interaction with the Services, to enhance your experience with the Services, to remember information you have already provided, to collect information about your activities over time and across third party websites or other online services in order to deliver content and advertising tailored to your interests; and to provide a secure browsing experience during your use of our Services. The length of time a cookie will stay on your browsing device depends on whether it is a "persistent" or "session" cookie. Session cookies will only stay on your device until you stop browsing. Persistent cookies stay on your browsing device until they expire or are deleted (i.e. after you have finished browsing). You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Websites. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Websites.

- **Analytics.** We may use third-party service providers, such as Google Analytics, to monitor and analyze the use of our Services.

## **HOW WE USE INFORMATION**

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Websites and its contents to you.
- To personalize your experience with our Websites.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it. For example, the personal information you provide to us when ordering a Test Kit or that you provide when returning a Test Kit to us, will be used to conduct your test.
- To provide you with notices about your Account (as defined in our Terms of Use), including expiration and renewal notices, or information about the Services you have purchased.
- To facilitate new orders or process returns.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Websites or any products or services we offer or provide through it.
- To provide you with email alerts and other notices concerning our existing or new products or Services, our events, or news about Assurance Scientific Labs, that may be of interest to you.
- To help maintain the safety, security, and integrity of our Websites, products and services, databases and other technology assets, and business.
- For testing, research, analysis, and product development, including to develop and improve our Websites, products, and services.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us about our consumers is among the assets transferred.
- In any other way we may describe when you provide the information.
- For any other legally permissible purpose.

### ***Disclosure of Your Information***

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may share or disclose personal information that we collect or you provide as described in this Policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other authorized agents we use to support our business. When we share information with these third parties we enter a contract with them that describes the purpose and requires the recipient to keep the personal information confidential and to not use it for any purpose except performing under the contract.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Assurance Scientific Laboratories' assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Assurance Scientific Laboratories about our Websites users and/or customers is among the assets transferred.
- To fulfill the purpose for which you provide it. For example, sending you a test kit, processing that test, and returning the results to you.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our <<***Terms of Use***>> and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Assurance Scientific Laboratories, our customers, or others.

### ***Enforcing Our Rights.***

In addition to the above uses, we may use any of the information you provide to us to exercise our legal rights where it is necessary or desirable to do so, for example to detect, prevent, assert and respond to fraud claims, intellectual property infringement claims, or violations of law or our Terms of Use or this Policy.

### ***Cooperation with Law Enforcement.***

If we receive a request from law enforcement for us to, or a court order directing us to, disclose the identity or location of anyone for purposes of detecting or preventing a crime or apprehending or prosecuting the offenders, we will cooperate with such requests or orders.

There may be other circumstances in which we would be required by law to disclose your information or information about your use of the Websites or the Services. You waive any claims you may have as a result of such disclosures and agree to hold us harmless for any damages resulting from such disclosures.

### ***Reported Complaints.***

If we receive any complaints regarding a violation of this Policy, we may take any action we determine appropriate to address the complaint, and if we find a violation of this Policy, we may, in addition to any other rights we have under this Policy, our Terms of Use, or applicable law, remove your information from the Websites, issue warnings to you; suspend, restrict or terminate your access to the Websites or the Services.

## **CHOICES ABOUT HOW WE USE AND DISCLOSE YOUR INFORMATION**

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of the Websites may then be inaccessible or not function properly.
- **Promotional Offers from Assurance Scientific Laboratories.** If you do not wish to have your email address used by Assurance Scientific Laboratories to promote our own or third parties' products or services, you can opt-out by checking the relevant box located on the form on which we collect your data or at any other time by sending us an email stating your request to [privacy@assurancescientificlabs.com](mailto:privacy@assurancescientificlabs.com). If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. This opt out does not apply to information we communicate to you in conjunction with your Account, the Services you have purchased or other transaction you have entered into with Assurance Scientific Laboratories.

California residents may have additional personal information rights and choices. Please refer to our California Privacy Notice below for more information.

Nevada residents who wish to exercise their sale opt-out rights under Nevada Revised Statutes Chapter 603A may submit a request to this designated address: [privacy@assurancescientificlabs.com](mailto:privacy@assurancescientificlabs.com). However, please know we do not currently sell data triggering that statute's opt-out requirements.

## **ACCESSING AND CORRECTING INFORMATION**

You can review and change your personal information by logging into the Websites and visiting your Account profile page at any time.

You may also send us an email at [privacy@assurancescientificlabs.com](mailto:privacy@assurancescientificlabs.com) to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user Account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the Websites, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other users of that Website. Proper access and use of information provided on the Websites, including User Contributions, is governed by our [<<Terms of Use>>](#).

California residents may have additional personal information rights and choices. Please refer to our California Privacy Notice below for more information.

### **CALIFORNIA PRIVACY NOTICE**

This **California Privacy Notice** (the "**Notice**") supplements the information contained in this Policy and applies solely to all visitors, users, and others who reside in the State of California and their personal information covered under the California Consumer Privacy Act of 2018 ("**CCPA**").

#### ***Information We Collect***

When you use the Websites, we collect personal information as provided in this Policy. Personal information does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Information excluded from the CCPA's scope, such as 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. You may access our [<<HIPAA Notice of Privacy Practices>>](#).

**Categories of personal information:**

In the last 12 months, through our Websites we have collected personal information from the following categories (some information may be in more than one category):

| <b>Category</b>   | <b>Examples</b>   | <b>YES/NO</b> |
|---|---|---------------|
| Identifiers   | A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, or other similar identifiers   | YES           |
| Personal information categories listed in the California Customer Records statute | A name, signature, physical characteristics or description, address, telephone number, insurance policy number, credit card number, debit card number, or any other financial information, or medical information   | YES           |
| Protected classification characteristics under California or federal law          | Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information) | YES           |
| Commercial information  | Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies  | YES           |
| Biometric information   | Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data  | NO            |
| Internet or other similar network activity  | Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement   | YES           |
| Geolocation data  | Physical location or movements  | YES           |
| Sensory data  | Audio, electronic, visual, thermal, olfactory, or similar information   | NO            |
| Inferences drawn from other   | Profile reflecting a person's preferences, characteristics, psychological trends, predispositions,  | YES           |



|                      |   |  |
|----------------------|---|--|
| personal information | behavior, attitudes, intelligence, abilities, and aptitudes |  |
|----------------------|---|--|

***Categories of third parties with whom we share information***

We share personal information with:

- Service providers, and
- Data aggregators.

In the last 12 months, we have shared personal information with:

- Service Providers,
- Data Aggregators, and
- State health departments, as required by law.

We do not sell any personal information.

***Your Rights and Choices***

The CCPA provides 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 we 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 categories of third parties with whom we share that Personal Information.
- The specific pieces of personal information we collected about you.
- Any additional information required by CCPA.

Deletion Request Rights

You have the right to request that we delete any of your Personal Information, 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 personal information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the Personal Information, provide a Service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, fulfill a product recall conducted in accordance with federal law, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 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.
- Comply with a legal obligation.
- 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 your rights regarding your Personal Information, please submit a verifiable consumer request to us by either:

Phone: 855.319.4459

Email: [privacy@assurancescientificlabs.com](mailto:privacy@assurancescientificlabs.com)

Only you, or your legally authorized agent, may make a request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child. To designate an authorized agent, please email [privacy@assurancescientificlabs.com](mailto:privacy@assurancescientificlabs.com) and include your authorized agent's information. We will contact you at the telephone number we have on file to confirm the request.

In order for us to fulfill your request, we must be able to verify your request. A verifiable 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 of that person.
- 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. You may only make a verifiable consumer request for access or data portability twice within a 12-month period.

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.

### ***Response Timing and Format***

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt.

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.

If we are unable to comply with your request, our response will include the reason we cannot comply.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded.

### ***Non-Discrimination***

**We will not discriminate against you for exercising any of your CCPA rights.** However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time. We do not currently offer any financial incentives.

## **DATA SECURITY**

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure, but the safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Websites, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Websites like message boards. The information you share in public areas may be viewed by any user of the Websites.

We do not have the means to verify the identity of users accessing the Websites, and we are not responsible if your user ID or password are used by someone else. You should notify us immediately if you become aware that your user ID or password have been compromised. We have the right to disable any user ID or password, at any time, if we believe you have failed to comply with this Policy or our Terms of Use.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Websites. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Websites.

## **CHANGES TO OUR PRIVACY POLICY OR OUR CALIFORNIA PRIVACY NOTICE**

It is our policy to post any changes we make to this Policy or the Notice on this page. If we make material changes to how we treat our users' personal information, we will notify you through a notice on the Websites home pages. The date this Policy, including the Notice, was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Websites, this Policy and the Notice to check for any changes.

## **LINKS TO THIRD PARTY SITES**

The Websites may contain links to other websites for your convenience. We do not, and are not able, to control those third party sites, and you should review the privacy policies and terms of use for those websites before disclosing your personal information.

## **CONTACT INFORMATION**

To ask questions, comment about, or express a concern related to this Policy, the Notice and/or our privacy practices, contact us at:

Email: [privacy@assurancescientificlabs.com](mailto:privacy@assurancescientificlabs.com)

Phone: 855.319.4459

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