

# Privacy Policy

Last Updated: December 23, 2022

## NWMS Privacy Policy

The Aged Lead Store™ and Next Wave Marketing Strategies websites located at [www.agedleadstore.com](http://www.agedleadstore.com) and [www.nextwavemarketingstrategies.com](http://www.nextwavemarketingstrategies.com), respectively (collectively, the “Site”), are owned and operated by Next Wave Marketing Strategies, Inc. (“NWMS,” “we,” “our” or “us”). This NWMS Privacy Policy (“Privacy Policy”) covers our treatment of personal information and other information that we collect when an end-user visitor (“Visitor”): (a) accesses certain information relating to the NWMS Offerings (as defined below), including various e-books and downloadable periodicals, as well as other text, images, graphics, blog posts and other material made available by NWMS (collectively, “NWMS Content”); (b) accesses the searchable database and associated services made available by NWMS (collectively, “Platform”), which enable individuals and/or entities (“Purchasers,” and together with Visitors, “Users”) to: (i) search for consumer data records grouped by industry/type (collectively “Leads”), as compiled by NWMS from various third party sources (collectively, “Third Party Sources”), using available search criteria/filters; and (ii) where applicable, purchase, via the Site, e-mail, telephone orders or any offline methods made available by NWMS, a license to utilize such Leads for a period of three (3) months, or such other period as designated by NWMS from time-to-time (“Lead License Period”); (c) registers to receive the NWMS e-mail newsletter (“Newsletter”); and/or (d) accesses NWMS social media pages/accounts on third party social media websites, such as Facebook®, Google+®, LinkedIn®, Twitter® and YouTube® (collectively, “Social Media Pages,” and together with the Site, NWMS Content, Platform, Leads and Newsletter, the “NWMS Offerings”). **Please note, if you are either a resident of, or physically located in, the United Kingdom or a European Union Member State, you are not permitted to use either the Site and/or any NWMS Offerings.**

Users with disabilities who wish to access this Privacy Policy in an alternative format can contact us by calling us at: (888) 831-2737; emailing us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com); or sending us U.S. mail to: Sending us U.S. mail to: Next Wave Marketing Strategies, Inc., 15527 Jasmine Place, Tustin CA 92782

Capitalized terms not defined herein shall have the meanings set forth in the Website Terms and Conditions and Lead Purchase Agreement (“Terms”). **IF YOU DO NOT AGREE TO THE TERMS OF THIS PRIVACY POLICY IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR OTHERWISE USE THE NWMS OFFERINGS.**

### State Specific Privacy Rights

Residents of the States of California, Colorado, Connecticut, Utah and Virginia, as well as businesses organized under the laws of the State of California (collectively, "Covered Users"), are afforded additional rights pursuant to applicable state law. Please see our [Privacy Provisions for Covered Users below](#) for a more complete description of your rights as a Covered User.

## 1. Your California Privacy Rights

Shine the Light. If you are a resident of the State of California and would like to learn how your "personal information" (as defined in the Shine the Light Law, Cal. Civ. Code § 1798.83) is shared with third-parties, what categories of personal information we have shared with third-parties in the preceding year, as well as the names and addresses of those third-parties, please e-mail us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com); or send us U.S. Mail to: Next Wave Marketing Strategies, Inc., 15527 Jasmine Place, Tustin, CA 92782.

Further, if you are a resident of the State of California and would like to opt-out from the disclosure of your personal information to any third-party for marketing purposes, please e-mail us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com); or send us U.S. Mail to: Next Wave Marketing Strategies, Inc., 15527 Jasmine Place, Tustin, CA 92782. Please be advised that where California State residents opt-out from permitting their personal information to be shared, such individuals may still receive selected offers directly from us, in accordance with applicable law.

California Consumer Privacy Act of 2018 ("CCPA"). In addition to the foregoing, if you are a resident of the State of California, certain other privacy-related rights may apply to you in accordance with the CCPA, including the right to opt-out of our sale of your personal information, as well as the right to know what personal information about you we have collected, whether your personal information was shared with third-parties in the preceding year and, if so, what categories of personal information were shared, as well as the categories of third parties with whom we shared that personal information. Please see our [Privacy Provisions for Covered Users below](#) for a more complete description of your rights under the CCPA as a California State resident.

The California Privacy Rights Act ("CPRA"). In addition to the foregoing, if you are a resident of the State of California, certain other privacy-related rights may apply to you in accordance with the CPRA, including the right to correct personal information we have collected about you, the right to opt-out of our use/sharing of your sensitive personal information, the right to know how long we retain your sensitive and non-sensitive personal information, the right to know what sensitive personal information about you we have collected, whether your sensitive personal information was shared with third-parties in the preceding year and, if so, what categories of sensitive personal information were shared, as well as the categories of third parties with whom we shared that sensitive personal information. Please see our [Privacy Provisions for Covered Users](#)

[below](#) for a more complete description of your rights under the CPRA as a California State resident.

*Browser "Do Not Track" Signals.* Most browsers contain a "do-not-track" setting. In general, when a "do-not-track" setting is active, the User's browser notifies other websites that the User does not want her/his personal information and online behavior to be tracked and used, for example, for interest-based advertising. As required by California Online Privacy Protection Act ("CalOPPA"), we are required to inform you that, as is the case with most websites, we do not honor or alter our behavior when a Site User has activated the "do-not-track" setting on her/his browser; *provided, however*, that you may have certain rights (including opt-out rights) with respect to the use of automated technologies to deliver targeted advertising to you, as well as to create profiles of you using your personal information. Please see our [Privacy Provisions for Covered Users below](#) for a more complete description of your rights as a Covered User.

## **2. Your Colorado Privacy Rights**

If you are a resident of the State of Colorado, certain privacy-related rights may apply to you in accordance with the Colorado Privacy Act ("CPA"), including the right to opt-out of our sale/sharing of your personal information, as well as the right to know what personal information about you we have collected, whether your personal information was shared with third-parties in the preceding year and, if so, what categories of personal information were shared, as well as the categories of third parties with whom we shared that personal information. Please see our [Privacy Provisions for Covered Users below](#) for a more complete description of your rights under the CPA as a Colorado State resident.

## **3. Your Connecticut Privacy Rights**

If you are a resident of the State of Connecticut, certain privacy-related rights may apply to you in accordance with the Connecticut Data Privacy Act ("CDPA"), including the right to opt-out of our sale/sharing of your personal information, as well as the right to know what personal information about you we have collected, whether your personal information was shared with third-parties in the preceding year and, if so, what categories of personal information were shared, as well as the categories of third parties with whom we shared that personal information. Please see our [Privacy Provisions for Covered Users below](#) for a more complete description of your rights under the CDPA as a Connecticut State resident.

## **4. Your Nevada Privacy Rights**

Nevada State residents have the right to submit opt-out requests to website operators instructing those website operators not to sell any "covered information" that the website operators have collected about Nevada State residents to any third party data broker(s). Covered information includes a consumer's name, postal and email address,

telephone number and Social Security Number, and includes the Information described below in the "[Personal Information that We Collect](#)" section.

If you are a Nevada State resident and you wish to exercise your right to request that we to stop the sale of your Information to third party data brokers, please e-mail us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com); or send us U.S. Mail to: Next Wave Marketing Strategies, Inc., 15527 Jasmine Place, Tustin, CA 92782. In your request, please specify that you want to exercise your right to opt-out from the sale of covered information under the Nevada Privacy Law and specify the website that you visited and the email address you registered with. Please allow thirty (30) days for a response.

## **5. Your Virginia Privacy Rights**

If you are a resident of the State of Virginia, certain privacy-related rights may apply to you in accordance with the Virginia Consumer Data Protection Act ("[VCDPA](#)"), including the right to opt-out of our sale/sharing of your personal information, as well as the right to know what personal information about you we have collected, whether your personal information was shared with third-parties in the preceding year and, if so, what categories of personal information were shared, as well as the categories of third parties with whom we shared that personal information. Please see our [Privacy Provisions for Covered Users below](#) for a more complete description of your rights under the VCDPA as a Virginia State resident.

## **6. Your Utah Privacy Rights**

If you are a resident of the State of Utah, certain privacy-related rights may apply to you in accordance with the Utah Consumer Privacy Act ("[UCPA](#)"), including the right to opt-out of our sale/sharing of your personal information, as well as the right to know what personal information about you we have collected, whether your personal information was shared with third-parties in the preceding year and, if so, what categories of personal information were shared, as well as the categories of third parties with whom we shared that personal information. Please see our [Privacy Provisions for Covered Users below](#) for a more complete description of your rights under the UCPA as a Utah State resident.

## **General Privacy Provisions**

### **Privacy Policy Quick Links**

Below are links to key sections of our Privacy Policy:

[Personal Information Collected](#)

[Use and Sharing of Personal Information](#)

[Non-Personal Information Collection and Use](#)

[Behavioral Tracking](#)

[Security of Your Personal Information](#)

[Children's Privacy](#)

[Opt-Out/Unsubscribe](#)

[Deleting, Modifying and Updating Your Information](#)

[Changes to this Privacy Policy](#)

[Contact Us](#)

[Privacy Provisions for Covered Users](#)

## **Personal Information Collected**

Please see our [Privacy Provisions for Covered Users below](#) for additional details regarding the categories of personal information collected.

For the purposes of this Privacy Policy, "personal information" shall mean individually identifiable information from or about an individual. We collect personal information when you access certain of the NWMS Offerings and complete the required information request Form(s), whether via the Site, e-mail, telephone orders or any offline methods made available by NWMS. The information that you must supply on the applicable Form may include, without limitation, your: (a) full name; (b) username and password; (c) e-mail address (including the e-mail address associated with your PayPal® account where purchasing a license to certain Leads with a PayPal® account); (d) your company's name; (e) your full mailing address; (f) your credit card information, including billing address (where purchasing a license to certain Leads with a credit card account); (g) your mobile telephone number and mobile carrier; (h) your alternate telephone number, if any; (i) how you located the Site; (j) what Lead types you are interested in; and/or (k) any other information requested by NWMS on the Form. Where you do not wish to pay for Leads via a credit card or PayPal®, you may contact NWMS with your alternative payment request and, where NWMS approves, NWMS will send you a purchase order that will enable you to pay by faxed check, wire transfer, direct bank deposit and/or Western Union (collectively, "Alternative Payment Information"). For purposes of this Privacy

Policy, item (f) in this paragraph, as well as any and all Alternative Payment Information, shall be considered “Sensitive Information.”

## **Use and Sharing of Personal Information**

Please see our [Privacy Provisions for Covered Users below](#) for details regarding our use and sharing of personal information.

By submitting your personal information in connection with your access to the NWMS Offerings, you agree that we may send you our periodic e-mail Newsletter, and share, sell, rent, lease or otherwise provide that personal information (other than Sensitive Information) to any third party for any purpose permitted by law, and we may work with other businesses to bring selected retail opportunities to our Users. These businesses and third parties may include, but are not limited to: (a) providers of direct marketing services and applications, including lookup and reference, data enhancement, suppression and validation; (b) e-mail marketers; (c) telemarketers (where permitted by applicable law); and (d) direct marketers. We will also use your personal information to send you promotional messages regarding various NWMS products and/or services, as well as third party products and/or services that we think may be of interest to you.

We may also employ other companies and individuals to perform certain functions on our behalf. Examples include sending direct and electronic mail, removing duplicate information from User lists, analyzing data and providing marketing analysis. The agents performing these limited functions on our behalf shall have access to our Users’ personal information as needed to perform these functions for us, but we do not permit them to use User personal information for other purposes.

We will also use your personal information for customer service, to provide you with information that you may request, to customize your experience with the NWMS Offerings and/or to contact you when necessary in connection with your use of the NWMS Offerings. We may also use your personal information for internal business purposes, such as analyzing and managing our business including, without limitation, the NWMS Offerings. We may also combine the information we have gathered about you with information from other sources.

By submitting your personal information by and through the NWMS Offerings, you agree that such act constitutes an inquiry and/or application for purposes of the Amended Telemarketing Sales Rule (16 CFR §310 et seq.), as amended from time to time (the “Rule”) and applicable state do-not-call regulations. As such, notwithstanding that your telephone number may be listed on the Federal Trade Commission’s Do-Not-Call List, and/or on applicable state do-not-call lists, we retain the right to contact you via telemarketing in accordance with the Rule and applicable state do-not-call regulations.

Where you provide “prior express written consent” within the meaning of the Telephone Consumer Protection Act (47 USC § 227), and its implementing regulations adopted by

the Federal Communications Commission (47 CFR § 64.1200), as amended from time-to-time ("TCPA"), you consent to receive telephone calls, including artificial voice calls, pre-recorded messages and/or calls (including SMS text messages) delivered via automated technology, to the telephone number(s) that you provided. Please note that you are not required to provide this consent in order to obtain access to the NWMS Offerings, and your consent simply allows NWMS to contact you via these means. Further, you agree that we reserve the right to share, sell, rent, lease and/or otherwise distribute your mobile telephone and other mobile data with/to any third-party for any and all non-marketing uses permitted by this Privacy Policy and applicable law. **Please be advised that by agreeing to this Privacy Policy, you are obligated to immediately inform us if and when the telephone number that you have previously provided to us changes.**

We reserve the right to release current or past personal information (including Sensitive Information): (i) in the event that we believe that the NWMS Offerings are being or have been used in violation of the Terms or to commit unlawful acts; (ii) if the information is subpoenaed; *provided, however*, that, where permitted by applicable law, we shall provide you with e-mail notice, and opportunity to challenge the subpoena, prior to disclosure of any personal information pursuant to a subpoena; or (iii) if we are sold, merge with a third party, are acquired or are the subject of bankruptcy proceedings; *provided, however*, that if NWMS is involved in a bankruptcy proceeding, merger, acquisition or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on the Site of any change in ownership or uses of your personal information, as well as any choices that you may have regarding your personal information.

You hereby consent to the disclosure of any record or communication to any third-party when we, in our sole discretion, determine the disclosure to be appropriate including, without limitation, sharing your e-mail address with third-parties for suppression purposes in compliance with applicable law including the CAN-SPAM Act of 2003, as amended from time to time. Users should also be aware that courts of equity, such as U.S. Bankruptcy Courts, might have the authority under certain circumstances to permit personal information to be shared or transferred to third parties without permission.

### **Credit Card and PayPal® Transactions**

NWMS utilizes third party service providers to provide credit card and PayPal® payment processing services. If you choose to purchase Leads, the credit card information provided, or PayPal® account registration information, depending on your preferred payment method, will either be collected directly by such third party service provider or PayPal®, or we will share that payment information with our contracted third party service provider(s) or PayPal®, as applicable. NWMS requires that its third party payment processing service provider(s) has/have in place privacy policies and practices consistent with this Privacy Policy; *provided, however*, that we cannot guarantee the privacy practices of our third party payment processing service provider(s) including, without limitation, PayPal®.



## **Social Media Websites/Interactive Services**

If you engage in any interaction with NWMS, other Users or any third party on any Social Media Pages, you should be aware that: (a) the personal information that you submit by and through such Social Media Pages can be read, collected and/or used by other users of these websites/services (depending on your privacy settings associated with your accounts with the applicable Social Media Websites), and could be used to send you unsolicited messages or otherwise to contact you without your consent or desire; and (b) where NWMS responds to any interaction on such Social Media Pages, your account name/handle may be viewable by any and all members of NWMS's social media presence.

We are not responsible for the personal information that you choose to submit on any Social Media Websites. The Social Media Websites operate independently from NWMS, and we are not responsible for such Social Media Websites' interfaces or privacy or security practices. We encourage you to review the privacy policies and settings of the Social Media Websites with which you interact to help you understand those Social Media Websites' privacy practices. If you have questions about the security and privacy settings of any Social Media Websites that you use, please refer to their applicable privacy notices or policies.

## **Non-Personal Information Collection and Use**

Please see our [Privacy Provisions for Covered Users below](#) for more details regarding the categories and types of non-personal information collected.

## **IP Addresses/Browser Type**

Through the use of Google Analytics® and other applicable tools, we may collect certain non-personally identifiable information about you when you visit many of the pages of the Site. This non-personally identifiable information includes, without limitation, the type of browser that you use (e.g., Safari, Chrome, Internet Explorer), your IP address, the type of operating system that you use (e.g., Windows or iOS) and the domain name of your Internet service provider (e.g., Verizon, AT&T). We use the non-personally identifiable information that we collect to improve the design and content of the NWMS Offerings and to enable us to personalize your Internet experience. We also may use this information in the aggregate to analyze usage of the NWMS Offerings.

## **Cookies**

When a User visits the Site, we send one (1) or more cookies and/or gif files (collectively, "Cookies") to assign an anonymous, unique identifier to the applicable User's computer or other device. A Cookie is a piece of data stored on your hard drive containing non-personally identifiable information about you. Cookies have many benefits to enhance your experience with the Site. To find out more about Cookies, please visit [www.cookiecentral.com](http://www.cookiecentral.com). We use Cookies to improve the quality of the NWMS



Offerings, including for storing user preferences and tracking Site-user trends (such as pages opened and length of stay at the Site).

Most Internet browsers are initially set up to accept Cookies, but you can reset your browser to refuse all Cookies or to indicate when a Cookie is being sent. To disable and reject certain Cookies, follow the instructions associated with your Internet browser. Even in the case where a user rejects a Cookie, he or she may still use the NWMS Offerings; *provided, however*, that certain functions of the NWMS Offerings may be impaired or rendered inoperable if the use of Cookies is disabled. We reserve the right to retain Cookie data indefinitely.

### **Behavioral Tracking**

When you visit the Site, we may use cookies, pixels and other tracking technology for purposes of serving you behavioral marketing advertisements after you leave the Site, via the Internet and social media websites including, without limitation, Facebook®.

To opt out of this behavioral marketing, please e-mail us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com). In addition, third parties such as Google® may engage in a similar form of behavioral tracking of Users that visit the Site. Users may be able to disable some or all of this tracking activity by utilizing the “Do Not Track” setting or similar options within most major Internet browsers.

### **Cross Device Tracking**

NWMS does not track Users’ use of the NWMS Offerings across multiple devices, including personal computers and mobile devices.

### **Aggregate Data**

NWMS reserves the right to transfer and/or sell aggregate or group data about Users of the NWMS Offerings for lawful purposes. Aggregate or group data is data that describes the demographics, usage or other characteristics of NWMS Offerings Users as a group, without disclosing personally identifiable information.

### **Third-Party Websites**

The Site may contain links to third-party owned and/or operated websites including, without limitation, the Social Media Websites. NWMS is not responsible for the privacy practices or the content of such websites. In some cases, you may be able to make a purchase through one of these third-party websites. In these instances, you may be required to provide certain information, such as a credit card number, to register or complete a transaction at such website. These third-party websites have separate

privacy and data collection practices and NWMS has no responsibility or liability relating to them.

## **Security of Your Personal Information**

We endeavor to safeguard and protect our Users' personal information. When Users make personal information available to us, their personal information is protected both online and offline (to the extent that we maintain any personal information offline). Where our registration/application process prompts Users to enter Sensitive Information, and when we store and transmit such Sensitive Information, that information is encrypted with advanced TLS (Transport Layer Security).

Access to your personal information is strictly limited, and we take reasonable measures to ensure that your personal information is not accessible to the public. All of our Users' personal information is restricted in our offices, as well as the offices of our third party service providers. Only employees or third party agents who need the personal information to perform a specific job are granted access to personal information. Our employees are dedicated to ensuring the security and privacy of all User personal information. Employees not adhering to our firm policies are subject to disciplinary action. The servers that we store personal information on are kept in a secure physical environment. We also have security measures in place to protect the loss, misuse and alteration of personal information under our control.

Please be advised, however, that while we take every reasonable precaution available to protect your data, no storage facility, technology, software, security protocols or data transmission over the Internet or via wireless networks can be guaranteed to be 100% secure. Computer hackers that circumvent our security measures may gain access to certain portions of your personal information, and technological bugs, errors and glitches may cause inadvertent disclosures of your personal information; *provided, however*, that any attempt to breach the security of the network, our servers, databases or other hardware or software may constitute a crime punishable by law. For the reasons mentioned above, we cannot warrant that your personal information will be absolutely secure. Any transmission of data at or through the Site, other NWMS Offerings or otherwise via the Internet or wireless network, is done at your own risk.

In compliance with applicable federal and state laws, we shall notify you and any applicable regulatory agencies in the event that we learn of an information security breach with respect to your personal information. You will be notified via e-mail in the event of such a breach. Please be advised that notice may be delayed in order to address the needs of law enforcement, determine the scope of network damage, and to engage in remedial measures.

## **Children's Privacy**

Please see our [Privacy Provisions for Covered Users below](#) for more details regarding the personal information of minors.

Visitors under eighteen (18) years of age are not permitted to use and/or submit their personal information at the Site. NWMS does not knowingly solicit or collect information from visitors under eighteen (18) years of age. NWMS encourages parents and guardians to spend time online with their children and to participate and monitor the interactive activities of their children.

### **Opt-Out/Unsubscribe**

Please see our [Privacy Provisions for Covered Users below](#) for instructions on how Covered Users can opt-out of the sale of their personal information to third parties. To opt-out of our sale of your personal information to third parties, please [click here](#).

To opt-out of receiving e-mail communications from us, you can follow the instructions at the end of the applicable e-mail message or e-mail us at: [privacy@agedleadstore.com](mailto:privacy@agedleadstore.com).

Notwithstanding the foregoing, we may continue to contact you for the purpose of communicating information relating to your request for NWMS Offerings, as well as to respond to any inquiry or request made by you. To opt-out of receiving NWMS Offerings-related and/or inquiry response-related messages from NWMS, you must cease requesting and/or utilizing the NWMS Offerings and/or cease submitting inquiries to NWMS, as applicable.

### **Deleting, Modifying and Updating Your Information**

Please see our [Privacy Provisions for Covered Users below](#) for instructions on how Covered Users can access and/or delete personal information that we have collected.

At your request, we will: (a) inform you of what personal information we have on file for you; (b) amend the personal information that we have on file for you; and/or (c) remove personal information that you have provided to us, or that we have collected. You may do so by e-mailing us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com). We ask individual Users to identify themselves and the information requested to be accessed, corrected or removed before processing such requests, and, to the extent permitted by applicable law, we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others or would be extremely impractical (for instance, requests concerning information residing on backup tapes).

Please be advised that deleting your personal information may terminate your access to certain of the NWMS Offerings, including potentially terminating your ability to purchase Leads. If you wish to continue using the full complement of NWMS Offerings, you may not be able to delete all of the personal information that we have on file for you.

Please be further advised that, after you delete your personal information, residual copies may take a period of time before they are deleted from our active servers and may remain in our backup systems.

### **Transfer of Personal Information Internationally**

If you are visiting the Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information across international boundaries. By visiting the Site and/or otherwise communicating electronically with us, you consent to such transfers. Even if your jurisdiction does not have the same privacy laws as the jurisdiction where our servers are located, we will treat your information as subject to the protections described in this Privacy Policy.

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

NWMS reserves the right to change or update this Privacy Policy at any time by posting a notice on the Site that we are changing our Privacy Policy. If the manner in which we use personal information changes, NWMS will notify Users by: (a) sending the modified policy to our Users via email; and/or (b) by any other reasonable means acceptable under applicable state and federal law. You will have a choice as to whether or not we use your information in this different manner and we will only use your information in this different manner where you opt-in to such use.

### **Contact Us**

If you have any questions about this Privacy Policy, please e-mail us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com).

## **Privacy Provisions for Covered Users**

These Provisions for Covered Users (“Provisions”) supplement, and do not limit in any way, the Privacy Policy set forth above. These Provisions apply solely to the Covered Users, who are residents of the States of California, Colorado, Connecticut, Virginia and Utah, as well as businesses organized under the laws of the State of California. We adopt these Provisions in compliance with the CCPA, CPRA, CPA, CDPA, VCDPA and UCPA (collectively, “Applicable State Laws”). Any terms defined in Applicable State Laws have the same meaning when used in these Provisions. Covered Users with disabilities who wish to access these Provisions in an alternative format can contact us by emailing us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com); or sending us U.S. Mail to: Next Wave Marketing Strategies, Inc., 15527 Jasmine Place, Tustin, CA 92782.

### **Categories of Information We Collect**

We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Covered User or device (“personal information”). In particular, we have collected the following categories of personal information from Covered Users within the last twelve (12) months:

<b>Category</b>	<b>Examples</b>
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, email address, account name, telephone number, or other similar identifiers.
B. Personal information categories listed in Applicable State Laws.	A name, signature, Social Security number, physical characteristics or description, date of birth, passport number, driver’s license or State identification card number, insurance policy number, employment history, bank account number, credit card number, debit card number, medical information, or health insurance information. Some personal information may be collected with other categories.
C. Protected classification characteristics under Applicable State Laws or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, immigration status, marital status, sex (including gender, gender identity or expression, and related medical conditions), sexual orientation, veteran or military status, and genetic information).
F. Internet or other similar network activity.	Browsing history, search history, information on a Covered User’s interactions with our services.
J. Sensitive Personal Information.	A Social Security number, driver’s license number, state identification card number, financial account, or debit or credit card number used in connection with our services; a PIN, passcode, password, or log-in credentials necessary to access an account. Precise location information, or philosophical beliefs, or union membership. The contents of a consumer’s email or text messages, unless the business is the intended recipient, and a consumer’s genetic data.

Personal information does not include:

- Publicly available information from government records.
- De-identified or aggregated Covered User information.
- Information excluded from the scope of Applicable State Laws, 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; and
  - 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.

We obtain the categories of personal information listed above from the following categories of sources (with the specific categories of personal information indicated in parenthesis):

- From third-parties who interact with Covered Users. For example, from online submission forms that Covered Users submit to our third-party partners in

connection with products and/or services that those third parties offer by and through various means. (Category A, B, C and J)

- Directly from our clients. For example, from online registration forms that our clients submit to us related to the products and/or services that we offer by and through the Site. (Category A, B, C and J)
- Indirectly from our Covered Users. For example, through information we collect from our Covered Users in the course of providing our products and/or services to them. (Category A, B, C and F)
- Directly and indirectly from activity on the Site. This includes the type of browser that you use (e.g., Safari, Chrome, Internet Explorer), your IP address, the type of operating system that you use (e.g., Windows or iOS) and the domain name of your Internet Service Provider. In addition, we obtain certain Site usage details and analytics as same are collected automatically by us and our third party partners. (Category F)
- From third-parties that interact with us in connection with the products and/or services that we offer to our Covered Users. For example, third party entities that assist us in sending direct and electronic mail, removing duplicate information from Covered User lists, analyzing data and providing marketing analysis. (Category A, B and C).
- From third-party data brokers or aggregators. (Category A, B and C)
- From the national consumer database. (Category A, B and C)
- From publicly available sources, such as Internet search engines. (Category A, B and C)

#### Retention of Personal Information and Sensitive Personal Information

We retain all categories of your personal information and sensitive personal information (including the information set forth in the “Personal Information Collection” section above) that we collect for the maximum period permitted by applicable law. We may also use certain criteria to determine whether and when to delete certain categories of collected personal and sensitive personal information including:

- Date of collection.
- Frequency of consumer interaction with us.
- Last interaction the consumer had with us.
- Whether the purpose of collection has been completed.

#### Use of Personal Information

We may use or disclose the personal information that we collect for one or more of the following business purposes (with the specific categories of personal information indicated in parenthesis):

- To fulfill or meet the reason for which the information is provided. For example, if you provide us with personal information in connection with your purchase of



Leads, we will use that personal information to process the requested transaction. (Category A, B, C and J)

- To provide your information to third parties that provide you with offers for products or services that they think may be of interest to you. (Category A, B and C)
- To create, maintain, customize and secure your account with us. (Category A, B, C, F and J)
- To provide your information to third parties that provide you with e-mail, direct mail and telemarketing messages concerning certain third-party products and/or services, that they believe may be of interest to you. (Category A, B and C)
- To deliver relevant Site content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you. (Category A, B, C and F)
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including the Site's Terms and Conditions. (Category A, B, C, F and J)
- To improve the Site and better present its contents to you. (Category A, B, C and F)
- For customer service purposes and to respond to inquiries from you. (Category A, B and J)
- For testing, research, analysis and product development. (Category A, B, C and F)
- As necessary or appropriate to protect our rights, property or safety, and that of our clients or others. (Category A, B, C, F and J)
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations. (Category A, B, C, F and J)
- As described to you when collecting your personal information or as otherwise set forth in Applicable State Laws. (Category A, B, C, F and J)
- 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 is among the assets transferred. (Category A, B, C, F and J)

We 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 with notice.

### Sharing Personal Information

Subject to your right to opt-out of such sharing/sale, we may share, rent and/or sell your personal information from Categories A, B, C, F and J: (a) with/to third parties for marketing purposes (but not Sensitive Information); and (b) for the other business purposes set forth above.

When we disclose personal information to a third party service provider or other entity, we enter into a contractual relationship that describes the purpose for which such third party may use the personal information and requires that third party to both keep the personal information confidential and not use it for any purpose other than the performance of its services under the applicable contract. Please note, we do not collect information from Covered Users that we actually know are less than eighteen (18) years of age and we do not share or sell the personal information of Covered Users that we actually know are less than eighteen (18) years of age. Without limiting the foregoing, we have not shared or sold the personal information of Covered Users that we actually know are less than sixteen (16) years of age in the preceding twelve (12) months.

In the preceding twelve (12) months, we have disclosed the following categories of personal information for a business purpose:

Category A. Identifiers.

Category B. Personal information categories listed in Applicable State Laws.

Category C. Protected classification characteristics under Applicable State Laws or federal law.

Category F. Internet or other similar network activities.

Category J: Sensitive Personal Information (but only to facilitate Lead purchases)

We disclose your personal information for a business purpose to the following categories of third parties (with the specific categories of personal information indicated in parenthesis):

- Our affiliates. (Category A, B, C and F)
- Service providers. (Category A, B, C, F and J)
- Only where you expressly opt-in to such use, third parties who purchase and/or license your personal information (but not Sensitive Information) for marketing purposes, including: (a) providers of direct marketing services and applications, including lookup and reference, data enhancement, suppression and validation; (b) e-mail marketers; (c) telemarketers (where permitted by applicable law); and (d) direct marketers. If a third party purchaser of your personal information wants to resell it, that purchaser is required by law to provide you with explicit notice and an opportunity to opt-out of further sales, unless the right to resell it was secured by us at the point of collection. (Category A, B, C and F)
- Third parties to whom you authorize us to disclose your personal information in connection with the products and/or services that we provide to you. (Category A, B, C, F and J)

In the preceding twelve (12) months, we have sold the following categories of personal information to third parties:

Category A. Identifiers.

Category B. Personal information categories listed in Applicable State Laws.

Category C. Protected classification characteristics under Applicable State Laws or federal law.

Category F. Internet or other similar network activities.

In the preceding twelve (12) months, we have sold the above referenced categories of personal information (but not Sensitive Information) to the third parties who purchase and/or license your personal information for marketing purposes, as well as the third parties who provide the products and/or services featured on the Site.

## Your Rights and Choices

The Applicable State Laws provide Covered Users (residents of California, Colorado, Connecticut, Utah and Virginia) with specific rights regarding their personal information. This section describes your rights under Applicable State Laws and explains how to exercise those rights.

### *Opt-Out from the Sale of Your Personal Information*

You have the right to opt-out of our sale of your personal information to third parties. To exercise your right to opt-out of our sale of your personal information to third parties, please submit a verifiable Covered User request to us by either:

- [Clicking here](#)
- Calling us at: (888) 831-2737;
- Emailing us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com); or
- Sending us U.S. Mail to: Next Wave Marketing Strategies, Inc., 15527 Jasmine Place, Tustin CA 92782.

We endeavor to act on all opt-out requests as soon as practicable, but in all cases within fifteen (15) days of the receipt of your request.

### *Opt-Out from the Sharing of Your Personal Information*

You have the right to opt-out of our sharing your personal information with third parties. To exercise your right to opt-out of our sharing your personal information with third parties, please submit a verifiable Covered User request to us by either:

- [Clicking here](#)
- Calling us at: (888) 831-2737;
- Emailing us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com); or
- Sending us U.S. Mail to: Next Wave Marketing Strategies, Inc., 15527 Jasmine Place, Tustin CA 92782.

We endeavor to act on all opt-out requests as soon as practicable, but in all cases within fifteen (15) business days of the receipt of your request. Subject to the aforementioned fifteen (15) business day period, where we receive and confirm your verifiable opt-out request, we will cease sharing your Personal Information with third parties.

#### *Opt-Out from the Use and/or Sharing of Your Sensitive Personal Information*

You have the right to limit our use of your sensitive personal information, including any sensitive information from Category B (Personal information categories established by Applicable State Laws), Category C (Protected classification characteristics under Applicable State Laws) and/or Category J (Sensitive Personal Information), to those uses which: (i) are necessary to perform the services or provide the goods requested by you; (ii) help us to ensure security and integrity of your personal information to the extent the use of your sensitive personal information is reasonably necessary and proportionate for these purposes; (iii) are short-term, transient uses including, but not limited to, non-personalized advertising shown as part of your then-current interaction with the Site, provided that your personal information is not disclosed to another third party and is not used to build a profile about you or otherwise alter your experience outside the then-current interaction with the Site; (iv) involve performing services on behalf of NWMS, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of NWMS; and (v) include activities to verify or maintain the quality or safety of a service or device that is owned by, manufactured by, manufactured for, or controlled by, NWMS, and to improve, upgrade, or enhance the service or device that is owned by, manufactured by, manufactured for, or controlled by, NWMS.

You also have the right opt-out of our sharing your sensitive personal information with third parties, including any sensitive information from Category B (Personal information categories established by Applicable State Laws), Category C (Protected classification characteristics under Applicable State Laws) and/or Category J (Sensitive Personal Information).

To exercise your right to limit our use of your sensitive personal information and/or opt-out of our sharing your sensitive personal information with third parties, please submit a verifiable Covered User request to us by either:

- [Clicking here](#)
- Calling us at: (888) 831-2737;
- Emailing us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com); or
- Sending us U.S. Mail to: Next Wave Marketing Strategies, Inc., 15527 Jasmine Place, Tustin CA 92782.

We endeavor to act on all such requests as soon as practicable, but in all cases within fifteen (15) business days of the receipt of your request. Subject to the aforementioned

fifteen (15) business day period, where we receive and confirm your verifiable right to limit request, we will cease using your Sensitive Personal Information/sharing your Sensitive Personal Information with third parties (and direct our service providers and contractors to do the same).

#### *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 twelve (12) months. Once we receive and confirm your verifiable access/portability request, 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 have shared that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- 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.

#### *Deletion Request Rights*

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Subject to the time period allotted to comply with such requests, where we receive and confirm your verifiable Covered User deletion request, we will delete (and direct our service providers, contractors and/or third parties to whom we sold/shared your personal information, to delete) your personal information from our (their) records, unless an exception applies; *provided, however*, that in some cases, strictly for regulatory compliance purposes and to better evidence/honor opt-out/unsubscribe requests (and for no other purposes), we may retain certain items of your personal information on a de-identified and aggregated basis in such a manner that the data no longer identifies you.

We may deny your deletion request if retaining the information is necessary for us or our service providers, contractors and/or third parties to whom we sold/shared your personal information, 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 obligations in connection with 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 rights, ensure the right of another Covered User 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 *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 Covered User 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.

#### *Right to Request Correction of Inaccurate Personal or Sensitive Personal Information*

You have the right to request correction of inaccurate personal and/or sensitive personal information that we collect. Upon receiving a verifiable consumer request for correction, we will make commercially reasonable efforts to correct information identified as inaccurate. Where we correct inaccurate personal and/or sensitive personal information, we shall instruct all service providers and/or contractors that maintain such personal and/or sensitive personal information in the course of providing services to us to make the necessary corrections in their respective systems.

#### *Exercising Access, Data Portability, Right to Correct and Deletion Rights*

To exercise your access, data portability, right to correct and/or deletion rights described above, please submit a verifiable Covered User request to us by either:

- [Clicking here](#)
- Calling us at: (888) 831-2737;
- Emailing us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com); or
- Sending us U.S. Mail to: Next Wave Marketing Strategies, Inc., 15527 Jasmine Place, Tustin, CA 92782.

The verifiable Covered User access, data portability, right to correct and/or deletion request must:



- Provide sufficient information that allows us to reasonably verify that you are: (1) the person about whom we collected personal information; or (2) 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 that the personal information relates to you. Making a verifiable Covered User request does not require you to create an account with us. We will only use personal information provided in a verifiable Covered User request to verify the requestor's identity or authority to make the request.

### *Response Timing and Format*

We endeavor to respond to all verifiable Covered User access, data portability, right to correct and/or deletion requests within forty-five (45) days of the receipt thereof. If we require more time (up to ninety (90) days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the twelve (12) month period preceding the receipt of your verifiable request. 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.

We do not charge a fee to process or respond to your verifiable Covered User 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.

### *Right to Opt-Out of Profiling*

You have the right to opt-out from any Profiling that may be conducted by us. For purposes of these Provisions, "Profiling" means any form of automated processing performed on your personal data to evaluate, analyze or predict personal aspects related to you or your economic situation, health, personal preferences, interests, reliability, behavior, location or movements. You have the right to opt-out of this Profiling. To exercise your right to opt-out of this Profiling, please submit a verifiable Covered User request to us by either:

- [Clicking here](#)
- Calling us at: (888) 831-2737;
- Emailing us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com); or
- Sending us U.S. Mail to: Next Wave Marketing Strategies, Inc., 15527 Jasmine Place, Tustin CA 92782.

We endeavor to act on all Profiling opt-out requests as soon as practicable, but in all cases within forty-five (45) days of the receipt of your request.

### *Right to Opt-Out of Targeted Advertising*

You have the right to opt-out from Targeted Advertising conducted by us. For purposes of these Provisions, "Targeted Advertising" means displaying advertisements to you where the advertisements are selected based on personal data obtained from your activities over time and across non-affiliated websites or online applications to predict your preferences or interests. You have the right to opt-out from Targeted Advertising. To exercise your right to opt-out of our Targeted Advertising, please submit a verifiable Covered User request to us by either:

- [Clicking here](#)
- Calling us at: (888) 831-2737;
- Emailing us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com); or
- Sending us U.S. Mail to: Next Wave Marketing Strategies, Inc., 15527 Jasmine Place, Tustin CA 92782.

We endeavor to act on all Targeted Advertising opt-out requests as soon as practicable, but in all cases within forty-five (45) days of the receipt of your request.

### Authorized Agents

Covered Users may permit an Authorized Agent to exercise any rights granted under Applicable State Laws as set forth above. In order to utilize an Authorized Agent, you must provide the Authorized Agent with written permission from you to act on your behalf for these purposes. When you use an Authorized Agent to submit a request to opt-out, limit, delete, request to correct or a request to know, we may require the Authorized Agent to provide proof that you gave the agent signed permission to submit the subject request. We may also require you to do either of the following: (a) verify your own identity directly with us; or (b) directly confirm with us that you provided the Authorized Agent permission to submit the request.

Please submit such documentation to us by emailing us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com); or sending us U.S. Mail to: Next Wave Marketing Strategies, Inc., 15527 Jasmine Place, Tustin, CA 92782

For California residents, only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable Covered User request related to your personal information.

## 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;
- Retaliate against any employee, job applicant or independent contractor; and/or
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

## Changes to these Provisions

We reserve the right to amend these Provisions in our discretion and at any time. When we make changes to these Provisions, we will notify you by email or through a notice on the Site's homepage.

## Contact Information

If you have any questions or comments about these Provisions, our Privacy Policy, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us by either:

- Calling us at: (888) 831-2737;
- Emailing us at: [compliance@agedleadstore.com](mailto:compliance@agedleadstore.com); or
- Sending us U.S. Mail to: Next Wave Marketing Strategies, Inc., 15527 Jasmine Place, Tustin, CA 92782.