



## **LIMBIC ARC™, LLC WEBSITE AND BACK OFFICE PRIVACY POLICY**

You have entered the Back Office of a Limbic Arc Independent Affiliate, the corporate website of Limbic Arc, LLC (referred to herein as “Limbic Arc”, “our”, “us”, or “we”). The Site is operated by Limbic Arc and is hosted on the server of Limbic Arc’s third-party technology provider. All information you submit on this Site is accessible by Limbic Arc and non-financial information is accessible by your Enroller. By visiting this Site and providing information to Limbic Arc, you consent to the following Privacy Policy, use, and disclosure of information.

### **INFORMATION COLLECTION**

#### **Personally Identifiable Information**

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

#### **Affiliate and Customer Information**

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

### **INFORMATION USE & SHARING**

#### **Personally Identifiable Information**

Limbic Arc DOES NOT share personally identifiable information except as provided herein or with contracted service providers as may be necessary to: (a) process orders and/or returns and obtain payment; (b) complete an enrollment as an Affiliate or customer; (c) maintain our genealogy database; (d) issue payment and report income to taxing

authorities; (e) maintain communication with you; (f) to assist law enforcement in an investigation, (g) inform your upline Affiliates of your contact information so that they can manage their downline businesses and/or (h) with service providers as necessary to engage in compliance actions. We also provide personally identifiable information: (a) to upline Affiliate(s) as described in the Genealogy Information section; (b) to assign a sales or enrollment lead to an Affiliate; (c) to governmental agencies as required pursuant to law.

### **Genealogy Information**

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

### **Sales Information**

If you subscribe using an Affiliate's Replicated Website, we will provide the Affiliate to whom this Site is assigned with your name, contact information, a description of the item(s) purchased, and the sales volume associated with the purchase. No other personally identifiable information will be shared with the Affiliate.

### **Compliance Actions**

If you are the subject of an investigation or action by Limbic Arc's Compliance Department, we will share your personal information with your upline and downline and notify them of the allegations, evidence, and the resolution and disposition of the matter.

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

Limbic Arc may share aggregated demographic information with our partners, vendors, suppliers, third party providers, and advertisers. This is not linked to any personally identifiable information.

### **Business Transitions**

If Limbic Arc goes through a business transition, such as being acquired by another company, or selling all or part of its assets, the personal information of Customers and

Affiliates will, in most instances, be part of the assets transferred. In such a case your personally identifiable information will be subject to the privacy policy of the entity that acquires Limbic Arc.

### **Lead Assignment**

Limbic Arc occasionally will assign prospective sales and new Affiliate leads to Affiliates. In these cases, we will provide the lead with the appropriate Affiliate's name and contact information and/or provide an Affiliate with the prospective lead's name and contact information.

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

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

### **Surveys**

It may become necessary to conduct surveys of our Customers or Affiliates. Should we deem it necessary to conduct a survey, we may outsource the survey to a third party. We will provide the third-party surveyor with your personal information as is necessary for the third-party surveyor to conduct the survey and to those third parties who are engaged to review and analyze the results of the survey. We will not provide your social security number, credit card, or banking information to the surveyor.

## **COMMUNICATIONS FROM US**

### **Special Offers and Updates**

Limbic Arc sends all new Customers and Affiliates a welcome email to verify account creation and information about using their account. All Customers and Affiliates will occasionally receive information on the Limbic Arc business, training, webinars, products, services, special deals, and a newsletter.

### **Service Announcements**

On rare occasions, it is necessary to send out a strictly service-related announcement. For instance, if our service is temporarily suspended for maintenance, we might send

Affiliates and/or Customers an email. Generally, Affiliates may not opt out of these communications, though they can deactivate their account. However, these communications are not promotional in nature.

### **Customer and Affiliate Service**

Limbic Arc communicates with Customers and Affiliates via email, online chat, text message, and telephone to provide requested services and regarding issues relating to their Limbic Arc business and products. Limbic Arc communicates with customers with respect to products or services purchased by such customers from Limbic Arc. Such communications may be by email, regular mail, text message, or telephone. Limbic Arc also communicates with Affiliates through news and banners in Affiliates' Back Office. Text rates may apply.

## **MISCELLANEOUS**

### **Dispute Resolution**

While we certainly hope that we never have a dispute with our visitors, if the unfortunate circumstance arises that we have a dispute that arises from or relates to your privacy rights or this privacy policy, you agree that we will first seek to resolve the dispute informally. You will notify us of the dispute within 90 days from which you first learn of the dispute by submitting an email to [legal@limbicarc.com](mailto:legal@limbicarc.com). Your notice must specify all facts you claim support your claim and a statement indicating what you believe is a fair resolution to your dispute. If we do not successfully resolve the dispute informally within 60 days from the date on which you submit your dispute notice, you agree that subject to the exceptions listed below, all disputes (including questions whether a dispute is subject to arbitration) will be resolved through confidential binding arbitration. You also agree to waive all rights to pursue class action lawsuits, class-wide arbitrations, and any other proceeding in which someone acts in a representative capacity against Limbic Arc. You further waive all rights to combine proceedings with the claim(s) of any other individual or entity. All arbitration will be held in Lindon, Utah, USA and administered by JAMS Endispute according to its Streamlined Rules of Arbitration, available at <https://www.jamsadr.com/rules-streamlined-arbitration/>. Arbitration shall be governed by the Federal Arbitration Act and the law of the State of Utah.

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

- Any action you bring if you have properly opted-out of arbitration. You may opt out by sending an email opting-out of the Class Action and Arbitration Agreement to [legal@limbicarc.com](mailto:legal@limbicarc.com). You must submit your opt-out notice within five days from the date of first visit the Site.

- If your claim is within the jurisdictional limits of the small claims court in which you reside, you may pursue an action in your local small claims court.
- If you are a Limbic Arc Independent Affiliate and you combine a claim that is covered by this Arbitration and Class Action Waiver with a claim to which the Limbic Arc's arbitration and dispute resolution policy for Affiliate disputes applies, the disputes will be combined and resolved according to Limbic Arc's Arbitration and Dispute Resolution Policy contained in Limbic Arc's Terms & Policies that are applicable to Limbic Arc independent Affiliates.

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

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

Limbic Arc reserves the right to amend or change this Privacy Policy at any time as is reasonably necessary. When material changes or amendments are made to the Privacy Policy, we will announce the same under the Privacy Policy tab for a period of at least 30 days prior to implementation of the amended Privacy Policy. Current and proposed versions of each of the Privacy Policy is available in the Compliance & Legal section of our website.

### **Links**

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

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

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

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

### **Children's Online Privacy Protection Act (CalOPPA) Compliance**

We comply with the requirements of [CalOPPA](#) and do not knowingly collect any information from anyone under 13 years of age. Our website, products, and services are all directed to people who are at least 13 years old or older.

**Online Privacy Policy Only**

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

**Questions**

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

**Effective Date**

The effective date of this Privacy Policy is June 2023.