

JUNK TANK - PRIVACY NOTICE

JUNK TANK ("JUNK TANK," "we," or "us") respects your privacy and is committed to protecting it by complying with this privacy notice ("Privacy Notice"). This Privacy Notice describes the type of information we may collect; who we may collect it from; and our practices for collecting, using, maintaining, protecting, and disclosing that information when you visit our website: ("Site") or in connection with the services available on the Site (Site and services collectively, the "Offerings").

Please read this Privacy Notice carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, you have the choice to not to use any of our Offerings. By accessing or using our Offerings, you agree to this Privacy Notice and consent to the collection and processing of your information as described in this Privacy Notice. This Privacy Notice may change from time to time. Your continued use of our Offerings after we make changes is deemed to be acceptance of those changes, so please check the Privacy Notice periodically for updates. Please see Changes to Our Privacy Notice to learn more.

No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties

WHEN THIS PRIVACY NOTICE APPLIES . This Privacy Notice applies to information we collect:

- on this Site;
- when you access or uses the Offerings;
- when you interact with our advertising on third party websites;
- in email, text, and other electronic messages between you and us; or
- when you interact with our Offerings on third-party websites.

It does not apply to information collected by:

- a third-party;
- a third-party through any application or content that may link to or be accessible from or on the Site. If you would like more information, please go to Links to Other Websites and Offerings to learn more.

INFORMATION COLLECTED ABOUT YOU AND HOW WE COLLECT IT

We may collect several types of information from and about users of our Site, including:

- information by which you may be personally identified such as name, email, phone number, physical address, or any other information which could be associated with or used to identify you ("personal information");
- technical information about your internet connection, the equipment you use to access our Offerings, including usage details and IP addresses;
- details of your visits to and usage of our Offerings including traffic data, logs, and other communication data and the resources that you access and use on the Offerings.
- any personal information included in communications to us.

We collect this information:

- directly from you when you provide it to us; or
- automatically as you access or navigate through the Site or the Offerings through automated data technologies such as through cookies and other tracking technologies.

INFORMATION YOU DIRECTLY PROVIDE TO US The information we collect on or through our Site may include:

- information that you provide by filling in forms on our Site, including information provided at the time of subscribing to our email communication service or requesting further services;
- records and copies of your correspondence (including email addresses) if you contact us, including when you report a problem with our Offerings; or
- your responses to surveys that we might ask you to complete for research purposes.

INFORMATION WE COLLECT THROUGH AUTOMATIC DATA COLLECTION TECHNOLOGIES. As you

navigate through and interact with our Site, we may use automatic data collection technologies, or other innovative technologies as they come out, to collect certain information about your equipment, browsing actions, and patterns, including:

- details of your visits to our Site, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Site; or
- information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we automatically collect may include personal information. It helps us to improve our Offerings and to deliver a better and more personalized service, including by enabling us to:

- estimate our audience size and usage patterns;
- store information about your preferences, allowing us to customize our Offerings according to your individual interests; or
- recognize you when you return to our Site.

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

- **COOKIES** (or browser cookies). A cookie is a small file placed on the hard drive of your computer. 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 Site. 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 Site.
- **FLASH COOKIES**. Certain features of our Site may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Site. Flash cookies are not managed by the same browser settings as are used for browser cookies.
- **WEB BEACONS**. Pages of our Site may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

THIRD PARTY USE OF AUTOMATED DATA TRACKING TECHNOLOGIES Some content or applications on the Site are served by third parties. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

The Site also uses Google Analytics, which uses cookies or other tracking technologies to help us analyze how users interact with and use the Offerings, compile reports on activity, and provide other services related to activity and usage. Google Analytics may collect information such as your IP address, time of visit, whether you are a return visitor, and referring website. To learn more about how Google Analytics collects and processes data you may visit

<http://www.google.com/policies/privacy/partners>.

To learn more about your rights including how to opt-out go to Your Choices About Your Information.

USING YOUR INFORMATION We use information that we collect about you or that you provide to us,

including any information:

- to present our Offerings and its contents to you;
- to provide you with information, products, or services you request from us;
- to fulfill any other purpose for which you provide it;
- to carry out our obligations and enforce our rights arising from any contract entered into between you and us, including billing and collection;

- to notify you about changes to our Offerings or any products or services we offer or provide through it;
- any other way we may describe when you provide the information; or
- for any other purpose with your consent.

SHARING YOUR INFORMATION. We may disclose information that we collect or you provide as described in this Privacy Notice:

- to contractors, service providers, and other third parties and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them;
- to a buyer or other successor in anticipation of or in connection with a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of JUNK TANK assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by JUNK TANK is among the assets transferred;
- to fulfill the purpose to which you provide it;
- for any other purpose disclosed by us when you provide the information; or
- with your consent.

We may also disclose your 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 other agreements, including for billing and collection purposes; or
- if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of JUNK TANK, our users, or others.

We may disclose aggregated and de-identified information about our users or information that does not identify any individual user, without restriction. We may use that aggregated information to enhance and personalize your experience with us, to communicate with you about products, services, and events that may be of interest to you, for promotional purposes, and for other purposes described in this Privacy Notice.

We will not sell or share your information with third parties for marketing purposes without your explicit consent.

PROTECTION OF YOUR INFORMATION We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

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 Offerings, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

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 Offerings. 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 Offerings.

RETENTION We will keep your personal information for as long as it necessary to provide the Offerings to you. Thereafter, we will keep your personal information for as long as is necessary:

- to respond to any questions, complaints, or claims made by you or on your behalf;
- to show that we treated you fairly; or
- to keep records required by law.

YOUR CHOICES We strive to provide you with choices regarding the personal information you provide to us. Below are options for your personal information.

TRACKING TECHNOLOGIES You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of the Offerings may then be inaccessible or not function properly. We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You

can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI's website/or other opt out mechanism.

OUR MARKETING TO YOU If you do not wish to receive our marketing emails, you may unsubscribe

by following the unsubscribe instructions at the bottom of the email or by contacting through the contact information in the How to Contact Us section at the bottom of this Privacy Notice. You may continue to receive service-related and other non-marketing emails.

USING YOUR INFORMATION FOR PROMOTION OF JUNK TANK If you do not wish to have your contact information used by us to promote our own products or services, you can opt-out by emailing us at email found at the bottom of this Privacy Notice with your request. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions.

DO NOT TRACK SIGNALS. Some web browsers (including Safari, Internet Explorer, Firefox and Chrome) incorporate a "Do Not Track" ("DNT") or similar feature that signals to websites that a user does not want to have his or her online activity and behavior tracked. If a website that responds to a particular DNT signal receives the DNT signal, the browser can block that website from collecting certain information about the browsers user. Not all browsers offer a DNT option and DNT signals are not yet uniform. For this reason, many digital service operators, including JUNK TANK, does not recognize or respond to DNT signals.

LINKS TO OTHER WEBSITES AND OFFERINGS We are not responsible for the practices employed by

third party websites, applications, or services linked to or from our Site. We recommend the user review the privacy notices of other third party websites, applications, and/or services applications before authorizing a third-party access to your data.

CHILDREN UNDER THE AGE OF 13 Our Offerings is not directed at or intended for children under 13

years of age. No one under age 13 may provide any information to or on the Site. We do not knowingly collect information from children under 13. If you are under 13, do not use or provide any information on the Site or on or through any of its features/register or in connection with the Offerings. If we learn we have collected or received information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us through the information at the How to Contact Us section at the bottom of this Privacy Notice.

CHANGES TO OUR PRIVACY NOTICE If you do not agree to this Privacy Notice, do not use the Offerings.

In our sole discretion, we may revise this Privacy Notice from time-to-time. The Last Updated date is set forth at the top of this page. All changes are effective 15 days after the Last Updated date for current users and immediately for new users. Your continued use of the Offerings following the posting of this Privacy Notice means you accept and agree to the Privacy Notice. Additionally, we will notify you of changes via email.

CONTACT US To ask questions or comment about this Privacy Notice and our practices in general, contact us at:

wecare@junktank.com

JUNK TANK – TERMS AND CONDITIONS

By requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, or otherwise consenting to receive one or more text messages from JUNK TANK ("Sender", "we", "us", "our") through Sender's messaging platform ("Platform"), you accept these Terms & Conditions ("Opt-In").

Notice Regarding Dispute Resolution: This Agreement contains provisions that govern and limit how claims you and the Sender have against each other are resolve. It also contains an agreement to arbitrate, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration and (A) you will only be permitted to pursue claims against the Sender on an individual basis, not as part of any class or representative action or proceeding and (B) you will

only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

Opting In

- You authorize Sender to use auto dialer or non-auto dialer technology to send text messages to the cell phone number associated with your Opt-In (i.e., the number listed on the Opt-In form or instructions, or, if none, the number from which you send the Opt-In, or, if none, the number on file for the account associated with your Opt-In). You also authorize Sender to include marketing content in any such messages. You do not have to Opt-In or agree to Opt-In as a condition of purchase of any of Sender's offerings.
- You confirm that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to Opt-In.
- You consent to the use of an electronic record to document your Opt-In.
- You agree that, in addition to the main messages that Sender may provide, you may receive one or more welcome messages or administrative messages, such as (in some cases) a request to confirm your Opt-In.

About the Text Message Services and Opting Out

- Message and data rates may apply. You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions.
- Unless otherwise noted, Sender may send multiple, recurring messages and frequency may vary. Sender may terminate any messaging services or your participation in it at any time with or without notice, including, for example, before you have received any or all messages that you otherwise would have received, but these Terms & Conditions still will apply. Your opt-out request may generate either a confirmation text or a texted request to clarify the Text Message Service to which it applies (if you have more than one). To complete your opt-out, please provide the requested clarification.
- You consent to the handling of your information as described in our Privacy Policy undefined. To contact Sender customer service, at wecare@junktank.com.
- You may text STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to opt-out of messages or for additional help, text HELP. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out. You may receive an additional mobile message confirming your decision to opt out. These Terms & Conditions still will apply if you withdraw the consent mentioned above.
- To request a free paper or email copy of the Opt-In, or to update our records with your contact information, or receive help with any messages, please contact us at wecare@junktank.com. Minimum technology requirements may apply for electronic records.

Dispute Resolution

- Any dispute or claim arising out of or relating in any way to the Platform will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms & Conditions.
- BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE ANY DISPUTES OR CLAIMS. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY. ALTHOUGH REVIEW IS LIMITED, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS WOULD BE AVAILABLE IN COURT, AND MUST ENFORCE THE SAME LIMITATIONS STATED IN THESE CONDITIONS OF USE AS A COURT WOULD.

- To begin an arbitration proceeding, you must send a demand to the American Arbitration Association describing your claim and serve a copy of the demand to wecare@junktank.com. The arbitration will be conducted by the American Arbitration Association under its rules, including the American Arbitration Association Supplementary Procedures for Consumer-Related Disputes. The American Arbitration Association rules and the form for filing an arbitration claim are available at wecare@junktank.com. Payment of all filing, administration and arbitrator fees will be governed by the American Arbitration Association rules. We will reimburse those fees (but not any attorney's fees) for claims totaling less than \$10,000 unless the arbitrator determines your claims are frivolous. Likewise, Sender will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed upon location.
 - You and Sender each agree that any dispute resolution proceedings of any nature or in any forum will be conducted only on an individual basis and not in a class, consolidated or representative action. This means that you may not purport to act on behalf of a class or any other person. Likewise, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
 - If for any reason a claim proceeds in court rather than in arbitration, you and Sender each waive any right to a jury trial, unless such waiver is unenforceable. This means that any claim would be decided by a judge, not a jury.
 - You and Sender also both agree that you or we may bring suit in court to seek to enjoin infringement or other misuse of intellectual property rights.
 - If any term or provision of this Section is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Section or invalidate or render unenforceable such term or provision in any other jurisdiction. If for any reason a dispute proceeds in court rather than in arbitration, the parties hereby waive any right to a jury trial. These dispute resolution provisions shall survive any cancellation or termination of your agreement to engage with the Platform.
 - Sender's third-party service providers are a third-party beneficiary of these Terms & Conditions, including with respect to the dispute resolution procedures set forth above.
- Limitations; Restrictions; Miscellaneous
- THIS PLATFORM AND ALL CONTENT PROVIDED IN CONNECTION THEREWITH IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, AND ANY OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
 - If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Platform, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will opt-out of the Platform by using process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these Terms & Conditions. You further agree that, if you discontinue the use of your mobile telephone number without notifying us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your agreement to engage with the Platform.
 - YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN

THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDE

- You may not use or engage with the Platform if you are under thirteen (13) years of age. If you use or engage with the Platform and are between the ages of thirteen (13) and eighteen (18) years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of thirteen (13) years, are between the ages of thirteen (13) and eighteen (18) and have your parent's or legal guardian's permission to use or engage with the Platform, or are of adult age in your jurisdiction. By using or engaging with the Platform, you also acknowledge and agree that you are permitted by your jurisdiction's applicable laws, rules, and regulations to use and/or engage with the Platform.
- You acknowledge and agree to not send any prohibited content over the Platform. Prohibited content includes: (a) any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity; (b) objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age; (c) pirated computer programs, viruses, worms, Trojan horses, or other harmful code; (d) any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received; (e) any personal information or any content that implicates and/or references protected personal information, including information that is protected by the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act; and (f) any other content that is prohibited by Applicable Law in the jurisdiction from which the message is sent.
- You represent warrant and represent to Sender that you have all necessary rights, power, and authority to agree to these Terms & Conditions and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms & Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms & Conditions will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Platform shall be subject to these Terms & Conditions unless explicitly stated otherwise in writing. We reserve the right to change these Terms & Conditions from time to time. Any updates to these Terms & Conditions shall be communicated to you. You acknowledge your responsibility to review these Terms & Conditions from time to time and to be aware of any such changes. By continuing to participate in the Platform after any such changes, you accept these Terms & Conditions, as modified. 21500301_v1