

Privacy Policy

Bravenly Global, LLC (referred to herein as "Bravenly Global", "our", "us", or "we") is committed to respecting the privacy rights of those visiting our websites, including our Partners' Replicated Websites (hereafter the "Site"). We created this Privacy Policy to give you confidence as you visit and use the Site and to demonstrate our commitment to fair information practices and to the protection of privacy. This Privacy Policy describes how we collect, use, disclose, and protect your Personal Information, including information processed by artificial intelligence ("AI") technologies, when you access or use our Site, products, or services (collectively, the "Services").

As we continue to improve our Site and as we take advantage of developments in technology, this policy may change from time to time so please check this policy on an ongoing basis for revisions and updates.

This Privacy Policy is only applicable to the Site and not to any Third-Party Websites that may link to or from the Site, which may have data collection, storage, and use practices and policies that differ materially from this Privacy Policy.

The Site is located in United States and is subject to U.S. laws. If you are outside of the United States, Personal Information you provide through the Site may be transferred to, stored in, and processed in the United States. Where applicable law requires protections for such transfers, we will implement the required safeguards before transferring your Personal Information; your use of the Site alone does not constitute consent where applicable law requires separate consent. If your use of the Site is against the laws of your jurisdiction, it is your responsibility to refrain from the use of the Site.

BY USING THE SITE, YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO THE TERMS OF, THIS PRIVACY POLICY. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY THIS PRIVACY POLICY, YOU MUST IMMEDIATELY LEAVE THE SITE.

Each time you use the Site, the then-current version of this Privacy Policy will apply. Accordingly, each time you use the Site you should check the date of this Privacy Policy (which appears at the end) and review any changes since the last time you visited the Site.

Children's Privacy

We are committed to the safety of our children. Persons under the age of 18 may not enroll as Brand Partners or register as Customers. Children under the age of 13 may not purchase products through the Site. Bravenly Global does not solicit or knowingly collect Personal Information from children under the age of 13. If we learn that we have collected such information, we will take steps to delete it, subject to applicable law.

Information Collection and Use

Bravenly Global is the sole owner of the Site, including Replicated Websites. We collect information from Brand Partners, customers, and visitors to the Site: (a) directly from users when they fill out forms, register an account, contact us, or interact with this Site; (b) automatically through cookies, analytics tools, and similar technologies; (c) from third parties, such as service providers, integration providers, or social media platforms; (d) through offline contacts; or (e) through AI technologies that process user inputs, behaviors, and patterns to generate content or recommendations.

Traffic Data.

Like most website operators, Bravenly Global automatically gathers information of the sort that browsers automatically make available, including (i) IP addresses; (ii) domain servers; (iii) types of devices accessing the Site, and (iv) types of Web browsers accessing the Site (collectively "Traffic Data").

Cookies.

A "Cookie" is a string of information that a website stores on a user's computer, and that the user's browser provides to the website each time the user submits a query to the website. The purpose of a Cookie is to identify the user as a unique user of the Site. Bravenly Global uses Cookies to customize your experience on the Site to your interests, to ensure that you do not see the same informational messages repeatedly, and to store your username so you do not have to re-enter it each time you visit the Site. For more information on cookies and other tracking by us and others, please refer to our Cookie Policy. IF YOU DO NOT WISH TO HAVE COOKIES PLACED ON YOUR COMPUTER, YOU SHOULD SET YOUR BROWSERS TO REFUSE COOKIES BEFORE ACCESSING THE SITE, WITH THE UNDERSTANDING THAT CERTAIN OF THE SERVICES AND CERTAIN FEATURES OF THE SITE MAY NOT FUNCTION PROPERLY WITHOUT THE AID OF COOKIES. IF YOU REFUSE COOKIES, YOU ASSUME ALL RESPONSIBILITY FOR ANY RESULTING LOSS OF FUNCTIONALITY. To learn more about cookies and how to manage them, go to <https://allaboutcookies.org/>.

Personal Information.

Through your use of or visits to our Site, you may be required or requested to provide personally identifiable information (hereafter "Personal Information") to us. Personal Information is any piece of information which can potentially be used to uniquely identify, contact, or locate a single person. Such information includes, without limitation: (1) "Contact Data" (such as your name, mailing address, phone number and email address); (2) "Demographic Data" (such as your age, gender, country, state, and city,); (3) "Financial Data" (such as your credit/debit card number, CVV, expiration date and billing address); (4) Social Security Number or Tax Identification Number; and (5) your IP Address and geolocation information. Some Personal Information is provided by you when we ask you to submit it through the Site. We also collect Personal Information automatically when you use the Site, including through cookies, analytic tools, and similar technologies, without separately asking you to provide it or requiring you to be aware of each instance of collection. We may supplement the Personal Information you provide to us with additional Personal Information gathered from public sources or from third parties (e.g., consumer reporting agencies) who may lawfully provide such information to us. We may also derive Personal Information, including AI-generated inferences, from information about your activity, inputs, or interactions. You are under no obligation to provide Personal Information to us, with the caveat that your refusal to do so may prevent you from using certain of the features and services available on the Site or from purchasing some or all of our products.

AI-Generated Data.

Through our use of AI technologies as described below, we collect inferences, recommendations, predictions, or responses created by or with the assistance of artificial intelligence technologies based on your activity, inputs, or interactions with this Site.

Credit Card Information.

Credit card information collected at registration or for shopping cart orders is used only to process payment for the transaction and, generally, is not retained by us. You may, however, voluntarily elect to securely store your credit card information for your convenience in order to pay for future orders. In

addition, if you register with us as a Brand Partner or participate in an easy-ship program, your credit card information will be securely stored in order to pay for easy-ship or standing orders and to pay any renewal fees that you have agreed in advance to pay as they become due. You may add, edit, and delete your stored card information.

Credit Card Usage.

For the security and protection of our Brand Partners, Affiliates, and customers, all credit cards used to place orders must be in the same name as the account holder. This ensures that payments are authorized and properly aligned with the account. Failure to adhere to this policy may result in delays in processing orders, potential account review, or cancellation of orders.

Brand Partner and Affiliate Registration.

In order to become a Brand Partner, an applicant must provide Personal Information to us. We also may require an applicant's taxpayer identification number (Social Security Number or Federal Tax ID Number) so that we may prepare and file necessary non-employee compensation forms for the IRS. Affiliates are required to register in order to purchase products directly from us. Affiliates will be required to provide Personal Information. We use this information to maintain contact with Brand Partners and Affiliates and to process Brand Partner and Affiliate orders.

Product or Service Purchases.

When a customer or Brand Partner purchases products or services from us through the Site, the purchaser must provide us with Personal Information. This information is used for billing and payment purposes and to fill orders.

Information that you make public.

The Site may contain features (e.g. public profiles and message boards) that permit you to upload, post, transmit, display, perform or distribute content, information, or other material, including some of your Personal Information. Any information that you choose to disclose by means of such features becomes public information over which Bravenly Global is unable to exercise control.

Retention of Personal Information.

We retain each category of Personal Information for as long as reasonably necessary to fulfill the purposes for which it was collected, as outlined in this Privacy Policy, unless a longer retention period is required or permitted by law. For Contact Data, Demographic Data, Financial Data, Social Security Numbers or Tax Identification Numbers, and IP Addresses and geolocation information, the criteria used to determine our retention periods include: the length of time we have an ongoing relationship with you; whether there is a legal obligation to which we are subject; and whether retention is advisable in light of our legal position (such as in regard to applicable statutes of limitations, litigation, or regulatory investigations).

Use of Artificial Intelligence

We use AI and automated decision making technologies in connection with our Site, Services, and business operations in the following ways:

- **Personalization.** We use AI tools to analyze user activity, preferences, and profile information to recommend products, services, or content tailored to users.

- **Customer Support.** We may use AI-powered chatbots or assistants to respond to user inquiries, provide support, and, after verifying identity, help users manage their accounts and orders.
- **Content Generation.** We may use AI tools to generate summaries, recommendations, draft responses, reports, internal communications, or other content based on user interactions.
- **Fraud Detection and Security.** We may use AI systems to monitor for suspicious or unusual activity to help protect users' accounts.
- **Analytics.** We use AI tools to analyze aggregated and individual-level data on user behavior to improve the Site, services, and marketing effectiveness, and to analyze usage trends and optimize features. We also analyze individual Brand Partners' activity by internal ID to assess performance and identify behaviors associated with stronger outcomes and long-term success. These IDs are pseudonymized, not de-identified or anonymized, because Bravenly Global can link them back to individuals in its systems.
- **Profiling.** We may use AI tools to create user profiles based on users' usage and interaction history to deliver relevant content or advertisements and to analyze Brand Partner business performance.
- **Research and Development.** We may use AI tools to conduct research and develop new products and services.

AI processing involves both automated decision-making and profile building. Some actions requested through our customer support chatbot, including eligible order cancellations and replacements are completed automatically after identity verification, without case-by-case human approval. We do not otherwise use AI to make decisions producing legal or similarly significant effects about you without human review. User Personal Information is used in connection with these services and with the AI technologies described below.

As of the date of this Privacy Policy, we use the following AI technologies:

- **Zendesk AI.** We use this AI technology to track customer sentiment and intent for all requests that are sent to our support team. This allows us to analyze and track our top intents such as: "Requesting to return product", "Password Help", etc. We use this data to improve our customer and sales representative experience.
- **Stylo AI.** We use this AI technology to summarize user requests to our support teams and to assist our staff in generating responses to user requests.
- **Chatbase.** We use this AI technology to power our customer support chatbot. We use this chatbot to answer questions about our products, orders, shipping, eWallet, and compensation plan, and after verifying a user's identity where needed, provide account and order information, make requested changes to eligible orders and Easy-Ship arrangements, assist with product and delivery issues, and create support tickets. Chatbase processes information that users provide in conversations and for verification, including email addresses, ID numbers, ZIP codes, and the last four digits of payment cards, as well as relevant account, order, shipping, tracking, and credit-balance information. The chatbot can send a password-reset link to the email address on file but cannot access or change passwords.
- **Lovable.** We use software built with this AI technology to support internal operations and customer service. These software tools help our teams track order fulfillment, process product returns and track and record the reasons for such returns, support identity verification through our customer support chatbot, and help flag orders or account activity for human review, such as potential fraud or possible violations of our policies or compensation plan. Our experience

team also uses a tool to welcome new Brand Partners. That tool stores Brand Partners' names and telephone numbers. Separately from Zendesk AI, a tool built with Lovable and embedded in Zendesk tickets helps support agents view a customer's or Brand Partner's ID number, order numbers, order contents, Easy-Ship details, and tracking information. That ticket tool does not display names. Information processed by these tools may be Personal Information, including where an ID number can be linked to an individual in our systems.

- **Claude (Anthropic), including Claude Code and Claude Cowork.** We use this AI technology to support internal operations, including sales and Brand Partner performance analysis, forecasting, internal reporting, review of chatbot conversations and escalated support tickets, preparation of documents, software development, inventory analysis, and workflow automation. Depending on the task, information processed may include aggregated data, records identified by internal IDs that we can link to individuals, or Personal Information from our business systems, such as names, contact details, and account and order history. Claude may enter or update Personal Information in our company systems as part of these activities. We do not enter Personal Information into non-company tools. "Non-company tools" means applications, websites, accounts, or services that Bravenly Global has not approved to process Personal Information for its business purposes; it does not include Bravenly Global's own systems or approved service providers acting on our instructions. We do not intentionally submit payment card numbers, CVVs, tax IDs, government IDs, bank account numbers, or passwords to Claude. Under our current arrangement, Anthropic processes information submitted through Claude on our instructions and does not use our organization's prompts, inputs, or outputs to train its foundation models.
- **ChatGPT and Codex (OpenAI).** We use these AI technologies to assist our staff in drafting emails, Slack messages, and other internal communications, and with software development. Staff may submit Personal Information contained in those communications or related work materials, such as names, contact details, and order information. OpenAI processes information submitted to these tools in connection with those uses.

Information Disclosure

Personal Information.

Personal Information that is collected from Affiliate and Brand Partners through Brand Partner and Affiliate Registration, Product or Services Purchases is used and disclosed as described in this Privacy Policy. Except as specifically set forth in this Privacy Policy, Bravenly Global DOES NOT share Personal Information with third parties; however, our advertising-related cookies and analytics practices may constitute sharing under applicable law. Bravenly Global will not disclose any of your Personal Information except as described in this Privacy Policy, when we have your express permission, or under special circumstances, such as when we believe in good faith that the law requires it.

Disclosure Practices.

Except under the following circumstances and otherwise as set forth in this Privacy Policy, Bravenly Global will keep your Personal Information private and will not sell it to or share it with third parties; however, our advertising-related cookies and analytics practices may constitute a sale or sharing under applicable law.

Disclosure in Connection with Services.

Bravenly Global discloses Personal Information to those who help it provide Services, including those who perform technical, administrative, and data processing tasks such as hosting, billing, fulfillment, and data storage and security.

By Law or to Protect Rights.

Bravenly Global will not disclose any of your Personal Information except when we have your express permission or under special circumstances, such as when we believe in good faith that the law requires it.

Legally Required Law Enforcement, Judicial, and Administrative Agency Disclosures.

Bravenly Global may also disclose Personal Information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Bravenly Global's rights or property, other Bravenly Global users, or anyone else that such activities could harm.

Business Transfers; Bankruptcy.

Bravenly Global reserves the right to transfer all Personal Information in its possession to a successor organization in the event of a merger, acquisition, or bankruptcy or other sale of all or a portion of Bravenly Global assets. Other than to the extent ordered by a bankruptcy or other court, the use and disclosure of all transferred Personal Information will be subject to this Privacy Policy, or to a new privacy policy if you are given notice of that new privacy policy and an opportunity to affirmatively opt-out of it. Personal Information submitted or collected after a transfer, however, may be subject to a new privacy policy adopted by Bravenly Global's successor organization.

Unpaid Accounts.

If you fail to pay any balance owed to Bravenly Global, we may, as permitted by law, report your Personal Information, including without limitation your unpaid balance, to consumer credit reporting services, collection agencies and others.

Downline Activity/Genealogy Reports.

As a social marketing company, Bravenly Global provides certain information to Brand Partners regarding other Brand Partners and customers enrolled in a Partner's downline marketing organization (sales team). To help Brand Partners in Bravenly Global's social marketing program manage their independent businesses, we provide our Partners with some of the Personal Information of the other Partners whom they have personally sponsored/enrolled as well as other Partners who are on their marketing teams. If you enroll as a Brand Partner or register as an Affiliate, your name, address, telephone number, and email address, birthday, as well as data relating to your sales, purchases, and recruitment activity will be disclosed to the Brand Partner who sponsored you and to other Brand Partners who are upline to you and your sponsoring Partner. No other Personal Information will be shared with Brand Partners. Such information is shared via the Brand Partners Back-Office. Information relating to downline Partners is made available to Brand Partners subject to a confidentiality and non-solicitation covenant in the agreement that each Brand Partner enters into with Bravenly Global. However, Bravenly Global does not warrant that other Brand Partners will adhere to the confidentiality and non-solicitation covenants, and Bravenly Global shall not be responsible for Brand Partners' violation of these covenants. By enrolling as a Brand Partner or registering as an Affiliate, you consent to the disclosure of your Personal Information as described in this paragraph.

Brand Partner Recognition.

Each month, we may select Brand Partners for recognition based on their rank, achievements, or other program milestones. To recognize those Brand Partners and promote the Bravenly Global program, we may publish their names, ranks, achievements, city and state, photographs, and video footage on the Site and through our social media posts, email announcements, and printed materials, including recognition graphics, videos, and slide decks. These materials may be viewed by the public or shared beyond their original recipients. We do not include Brand Partners' contact details, or other Personal Information in recognition materials. Brand Partners may contact us at compliance@bravenlyglobal.com to request a correction or removal. We will review requests in accordance with applicable law, but may not be able to retrieve printed materials already distributed or copies retained or shared by others.

Changes to this Privacy Policy.

Bravenly Global reserves the right to amend or change this Privacy Policy at any time at its sole discretion. It is your responsibility to periodically access this Privacy Policy by clicking on the Privacy Policy link at our home page. You can determine the date this Privacy Policy was last updated by referring to the effective date found at the end of the policy. When material changes or amendments are made to the Privacy Policy, we will announce the same at our home page for a period of 60 days following the implementation of the amended Privacy Policy.

U.S. State Specific Rights.

Colorado, Connecticut, Delaware, Indiana, Iowa, Kentucky, Maryland, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, Oregon, Rhode Island, Tennessee, Texas, Utah, and Virginia. This section also applies to residents of any other state whose comprehensive privacy law applies to our processing of Personal Information through the Site.

Set forth above in this Privacy Policy are the categories of Personal Information that we collect and process, the purpose for collecting and processing Personal Information, the categories of Personal Information shared, and the categories of third parties with whom Personal Information is shared.

If you are a user residing in one of these states (as defined in each states' respective law) or another state whose comprehensive privacy law applies to our processing of Personal Information through the Site and would like to exercise your applicable rights, please email us at compliance@bravenlyglobal.com. Additional information about each of these rights can be found below.

- **Right to Access/Data Portability.** If you reside in CO, CT, DE, IA, IN, KY, MD, MN, MT, NE, NH, NJ, OR, RI, TN, TX, UT, VA, or any other state where provided by applicable law, you have the right to confirm whether we are processing your Personal Information and to request to access such data. Where required by law, this includes the ability to obtain a copy of the Personal Information we hold about you and, where feasible and required by law, provided in a readily usable format to allow data portability. For Oregon residents or where otherwise provided by applicable law, this includes a list of third parties with whom we have shared Personal Information. For Delaware residents, and where otherwise provided by applicable law, you have the right to request a list of the categories of third parties with whom we have specifically shared your personal data.

- **Right to Correct.** Residents of CO, CT, DE, IN, KY, MD, MN, MT, NE, NH, NJ, OR, RI, TN, TX, and VA, and residents of any other state where provided by applicable law, have the right to request that we correct inaccurate Personal Information we hold about you.
- **Right to Delete.** Residents of CO, CT, DE, IA, IN, KY, MD, MN, MT, NE, NH, NJ, OR, RI, TN, TX, UT, and VA, and residents of any other state where provided by applicable law, have the right to request that we delete the Personal Information we hold about you.
- **Right to Opt-Out of Sales and Targeted Advertising.** Residents of CO, CT, DE, IA, IN, KY, MD, MN, MT, NE, NH, NJ, OR, RI, TN, TX, UT, and VA, and residents of any other state where provided by applicable law, have the right to opt-out of "sales" or "targeted advertising" of your Personal Information. We engage in online advertising practices (and certain analytics or similar activities) that may be considered "sales" or "targeted advertising" under applicable states' laws. To disable sharing through cookies set by 3rd parties that may be considered targeted advertising under these states, click the link in the footer of the Site titled "Do Not Sell or Share My Personal Information". To opt out of other applicable sales or targeted advertising, please email us at compliance@bravenlyglobal.com.
- **Right to Opt-Out of Profiling.** Residents of CO, CT, DE, IN, KY, MD, MN, MT, NE, NH, NJ, OR, RI, TN, TX, and VA, and residents of any other state where provided by applicable law, may opt out of profiling in furtherance of decisions that produce legal or similarly significant effects concerning them, where provided by applicable law. To exercise this right, please email us at compliance@bravenlyglobal.com.
- **Right to Appeal.** If, for any reason, you would like to appeal our decision relating to your request and you are a resident of CO, CT, DE, IA, IN, KY, MD, MN, MT, NE, NH, NJ, OR, RI, TN, TX, or VA, or any other state where provided by applicable law, you have the right to submit an appeal and can do so by emailing compliance@bravenlyglobal.com. In your email submission, please include your full name, the basis for your appeal, and any additional information to consider.
- **Sensitive Data.** If you are a CO, CT, DE, IN, KY, MD, MN, NE, NH, NJ, MT, OR, RI, TX, or VA resident, or a resident of another state requiring consent under applicable law, we will obtain your consent to the processing of any Sensitive Data (as defined by the applicable state law) we collect. If you are a resident of IA or UT, or a resident of another state requiring notice under applicable law, we will notify you at or before the time of collection of Sensitive Data (as defined by the applicable state law). If you wish to opt out of our processing of your Sensitive Data (as defined by the applicable state law), please email us at compliance@bravenlyglobal.com

Nevada

Users who reside in Nevada have certain rights with respect to their Personal Information.

- You have the right to know that we do not sell any of your Personal Information to any third party or parties as "sale" is defined under Nevada law.
- You have the right to request that we not sell any of your Personal Information. Although we do not sell your Personal Information to any third parties, you have the right to submit a request to us directing us not to sell any of your Personal Information that we have collected from you or will collect from you in the future to any third party or parties. You may make such a request by sending an email to us at compliance@bravenlyglobal.com. Please include the following information in your request: Your name, your email address, and, if applicable, your Brand

Partner ID Number, or Customer ID Number. Upon our receipt and verification of your identity, we will not sell your Personal Information. Within 60 days of our receipt of your request, we will respond to you.

- Set forth above in this Privacy Policy are the categories of Personal Information that we collect and process, the purpose for collecting and processing Personal Information, the categories of Personal Information shared, and the categories of third parties with whom Personal Information is shared. We share Personal Information only as specified in this Privacy Policy.
- If you wish to review, update or otherwise make changes or request that changes be made to the Personal Information you have provided to us, you may do so by sending an email to us at compliance@bravenlyglobal.com. Please include the following information in your request: Your name, your email address, and, if applicable, your Brand Partner ID Number, or Customer ID Number.
- If we ever change the types of Personal Information that we collect from you, with whom we share it, or the process by which you may review and request or make changes to your Personal Information that is collected and maintained by us, we will notify you as described in the "Changes to this Privacy Policy" above.
- Third parties may collect Personal Information about your online activities over time when you use the Site through advertising-related cookies and analytics practices, as described in this Privacy Policy.

California Privacy Notice.

This California Privacy Notice is Updated and Effective as of October 8th, 2026

This PRIVACY NOTICE FOR CALIFORNIA RESIDENTS supplements the information contained in the Privacy Policy of Bravenly Global, LLC (collectively, "we," "us," or "our") and applies solely to visitors and users of our Site who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time ("CCPA"). Any terms defined in the CCPA have the same meaning when used in this Notice.

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 consumer or device ("Personal Information"). In particular, we have collected the following categories of Personal Information from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	Yes

Category	Examples	Collected
B. Personal Information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some Personal Information included in this category may overlap with other categories.	Yes
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	Yes
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	Yes
E. Biometric Information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	No
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	Yes
G. Geolocation data.	Physical location or movements.	Yes
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	Yes
I. Professional or employment-related information.	Current or past job history or performance evaluations.	No
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	No
K. Inferences drawn from other Personal Information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	Yes
L. Sensitive Personal Information (identifiers).	A consumer's social security, driver's license, state identification card, or passport number.	Yes
M. Sensitive Personal Information (Login and financial information).	Account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account.	Yes
N. Sensitive Personal Information (precise geolocation).	Geolocation data used to locate a consumer within a geographic area that is equal to or less than the area of a circle with a radius of 1,850 feet.	Yes
O. Sensitive Personal Information (group membership).	Racial or ethnic origin, religious or philosophical beliefs, or union membership.	No

Category	Examples	Collected
P. Sensitive Personal Information (contents of communications).	The contents of a consumer's mail, email, and text messages unless the business is the intended recipient of the communication.	Yes
Q. Sensitive Personal Information (genetic data).	Genetic data that can be used to uniquely identify a consumer.	No
R. Sensitive Personal Information (identifying of biometric information).	Facial recognition.	No
S. Sensitive Personal Information (Personal Information collected and analyzed concerning a consumer's health).	Medical records.	No
T. Sensitive Personal Information (Personal Information collected and analyzed concerning a consumer's sex life or sexual orientation).		No

Personal Information does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
 - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
 - Personal Information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We obtain the categories of Personal Information listed above from the following categories of sources:

- Directly from you from the information you provide to us. For example, from your communications, dealings, and transactions with us.
- Directly and indirectly from activity on the Site. For example, from submissions through our Site or Site usage details collected automatically, or from Independent Brand Partner applications and product/service inquiries submitted through the Site.
- Directly from you via sales. For example, processing and fulfilling orders or requests for customer support.
- From third-parties that interact with us in connection with the services we provide.

Use of Personal Information.

We do not sell your Personal Information for monetary consideration; however, our advertising-related cookies and analytics may constitute a “sale” or “sharing” of Personal Information under applicable law.

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

- To communicate with you.
- To respond to your requests.
- Marketing to you.
- To fulfill or meet the reason for which the information is provided.
- To provide you with information, products or services that you request from us.
- To provide you with email alerts, event registrations and other notices concerning our products or services, or events or news, that may be of interest to you.
- To recognize Brand Partners and promote the Bravenly Global program by publishing selected Brand Partners' names, ranks, achievements, city and state, photographs, and video footage in the channels and materials described above under "Brand Partner Recognition" in our Privacy Policy.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.
- To improve the Site and present its contents to you.
- For training our employees, Independent Brand Partners, associates, and partners.
- For testing, research, analysis and product development.
- For promoting systems and data security.
- As necessary or appropriate to protect the rights, property or safety of us, our Independent Brand Partners, customers, or others.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your Personal Information or as otherwise set forth in the CCPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of 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.
- Performing other business purposes.

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 notice.

Sharing Personal Information.

We may disclose your Personal Information to a third party for a business purpose. When we disclose Personal Information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that Personal Information confidential and not use it for any purpose except performing the contract.

Separately from disclosures to contracted service providers and other business-purpose recipients described above, we make the Brand Partner recognition information described in our Privacy Policy

available to the public or to recipients of our announcements and printed materials. Those viewers and recipients are not subject to the confidentiality contract described above.

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

- Category A: Identifiers.
- Category B: California Customer Records Personal Information categories.
- Category C: Protected classification characteristics under California or federal law.
- Category D: Commercial information.
- Category F: Internet or other similar network activity.
- Category G: Geolocation data.
- Category H: Sensory data.
- Category L: Sensitive Personal Information – Identifiers.
- Category M: Sensitive Personal Information – Log-in and financial information.
- Category N: Sensitive Personal Information – Precise geolocation.
- Category P: Sensitive Personal Information – Contents of communications.

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

- Our affiliates.
- Our Independent Brand Partners.
- Service providers, including approved AI service providers acting on Bravenly Global's instructions. These providers may process user inquiries, support requests, returns information, and support conversations and tickets that contain Personal Information, such as names, contact details, and order history. They may also process information for internal operations, including sales and Brand Partner performance analysis, forecasting, internal reporting, document preparation, software development, inventory analysis, and workflow automation. Depending on the task, this information may include aggregated data, Personal Information, or Brand Partner activity referenced by internal IDs that Bravenly Global can link to individuals; those IDs are pseudonymized, not de-identified or anonymized. As described in the Claude (Anthropic) disclosure, Claude may enter or update Personal Information on Bravenly Global's company systems. Bravenly Global does not enter Personal Information into non-company tools as defined in that disclosure.
- Third parties to whom you or your agents authorize us to disclose your Personal Information in connection with products or services we provide to you.

In the preceding twelve (12) months, we have not sold any Personal Information for monetary consideration; however, our advertising-related cookies and analytics may constitute a "sale" or "sharing" of Personal Information under applicable law.

Your Rights and Choices.

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

Right to Limit Use and Disclosure of Sensitive Personal Information

If we use or disclose your sensitive Personal Information for purposes other than those permitted without offering a right to limit under the CCPA, you have the right to direct us to limit its use and disclosure to those permitted purposes. You may exercise this right by emailing compliance@bravenlyglobal.com with the subject line "Limit My Sensitive Personal Information." We will not require you to verify your identity to submit this request, but we may request information necessary to process it.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your Personal Information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of Personal Information we collected about you.
- The categories of sources for the Personal Information we collected about you.
- Our business or commercial purpose for collecting or selling that Personal Information.
- The categories of third parties with whom we share that Personal Information.
- The specific pieces of Personal Information we collected about you (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. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your Personal Information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the Personal Information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's

deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.

7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, Correction, and Deletion Rights

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

- Emailing us at compliance@bravenlyglobal.com
- Visiting <https://bravenlyglobal.com/california-consumer-privacy-act-request-form/>

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

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

- For verification and fraud-prevention purposes, provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative. Such information shall include the information that you initially provided to us: first name, last name, phone number, billing zip code, and email address.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your Personal Information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

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

Non-Discrimination

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

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

Changes to Our California Privacy Notice.

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

California "Shine the Light".

Residents of the State of California (under California Civil Code Section 1798.83) have the right to request and obtain from us once per calendar year information, if any, regarding their Personal Information as defined in California Civil Code Section 1798.83 that we have shared with third parties during the preceding year for such third parties' direct marketing purposes. The information will include (1) a list of the categories of Personal Information described in California Civil Code section 1798.83(e)(6) that were disclosed in during the preceding calendar year, if any, and (2) the names and addresses of all third parties with whom we shared any such Personal Information about you during the preceding calendar year (if the nature of such a third party's business cannot reasonably be determined from the third party's name, a description of the nature of the third party's business or examples of products and services that the third party marketed). To make such a request, please email us at compliance@bravenlyglobal.com. You must include the name of this Site and "California Resident" as the subject line, and your full name, email address, and postal address in your message. Please note that any request under this paragraph will be limited to our use and disclosure of your Personal Information.

Contact Information.

If you have any questions or comments about this notice, 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 at:

Bravenly Global, LLC
13799 Park Blvd. #110
Seminole, FL 33776

Or email us at compliance@bravenlyglobal.com

Questions.

Questions regarding this Privacy Policy should be directed to compliance@bravenlyglobal.com.

Effective Date.

The effective date of this Privacy Policy is October 1, 2020. Revised October 8, 2026