

Data Privacy and Use Policy

Advantage Services® (hereinafter “we”, “us”, or “our”) is dedicated to providing informative and useful information about its products and services through online, mobile, and other software and related systems and platforms, as well as any in-person, telephone, or other offline locations or through other aspects of our business (collectively, the “System”), including, without limitation, on and through our websites, and/or other portions of the System designated by us from time to time. As a part of the operation of the System, we gather certain data about users.

This Data Privacy and Use Policy (“Privacy Policy” or “Policy”) applies to the System and governs data collection and usage at, on and through the System. Please read this Policy carefully. Each time you use, browse, or otherwise access any part of the System, you signify your acceptance of the then-current Policy, including, without limitation, the then current terms found elsewhere on the System. **IF YOU DO NOT AGREE WITH THIS POLICY, YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE WEBSITE, MOBILE APPLICATION, OR ANY OTHER PART OF THE SYSTEM.**

What personal information do we collect from the people that visit our website or app?

As you navigate any part of the System, you will find that there are several online forms or other locations which you can use to request to participate in an offer or request information regarding a specific product or service. In order for us to effectively enable the System and allow access to certain content or otherwise facilitate our business we collect and use certain data. Two types of data are collected: (a) personal data, such as names, company names, postal addresses, e-mail addresses, telephone numbers, occupation, dates of birth, age, gender, financial information, credit card information, bank account information, social security information, product and/or service preferences, photographs, and comments that can be used to uniquely identify or contact a single person (“Personal Data”); and (b) non-personal aggregate or traffic data, such as your IP address, which web pages or portions of the System you are visiting, the order in which the areas are visited, unique device identifier, time zone, which hyperlinks or functions are being “clicked”, how many users are visiting or accessing the System, vehicles sites viewed, domain server, location-based or real-time geographic location information, type of computer or device, and type of web browser (“Traffic Data” and together with Personal Data, the “Collected Data”).

When do we collect information?

We collect information from you when you register on our System, submit authentication credentials, place an order, make a reservation, subscribe to a newsletter, respond to a survey, fill out a form, enter information through our System, provide us with feedback on our products or services, browse our website, use certain website features, or otherwise provide us information.

Personal Data is gathered when users provide or authorize Personal Data to or through the System, for example, when requesting information, participating in an online survey, inputting content into the System, verifying user credentials, purchasing products or services, allowing access to social media networks, or utilizing any other product or service through the System. Personal Data is also gathered about others when users share content with family, friends, or other contacts, without limitation, the name, email address, phone number, and mailing address.

Traffic Data is tracked and gathered when you and other users visit or access the System. While gathering Traffic Data may not collect Personal Data, it may provide information on the geographical location from which users access the System. Traffic Data generally does not identify individual users. Instead, the Traffic Data identifies System users as a whole, including demographic information, preferences in content and advertising, quality of service, and web and application traffic patterns.

How do we use information?

We may use the information we collect from you in the following ways:

- To authenticate you as an authorized website user.
- To administer and support the products and services you are entitled to receive from us.
- To process your requested product or service.
- To improve our website in order to better serve you.
- To allow us to better service you in responding to your customer service requests.
- To administer a contest, promotion, survey or other site feature.

- To quickly process your transactions.
- To analyze ratings and reviews of services or products.
- To follow up after correspondence (live chat, email, phone inquiries).
- To manage our website and diagnose technical problems.

We may, in our sole and absolute discretion, release and disclose the Collected Data to affiliated or contracted persons, associations, or other entities of whatsoever nature, including, without limitation, strategic alliances and advertising affiliated persons and/or entities (the “Related Parties”) or to any law enforcement agency, court, or other governmental authority to: (a) help us respond to your requests for information, goods or services and/or otherwise fulfill a user’s lawful request; (b) respond or otherwise comply with subpoenas, court orders, or other edicts of the law or legal process; (c) protect and defend our rights and property; or (d) to protect the personal safety of our users, our employees, or the public.

For instance, we may use your Personal Data to: (1) send you information about us and our products, updates, services, important notices, special offers, and/or upcoming promotions; (2) send you information about the Related Party’s products and services; (3) conduct surveys about your opinion of us, our staff, performance, products and services or the System; (4) verify your qualifications for certain promotions, special offers, products and services; (5) bill you for any products and services purchased through the System via a credit card, electronic, or other payment; and (6) customize, improve, and/or tailor your experience on the System by displaying content that we think you might be interested in according to your preferences.

Where appropriate, in our sole and absolute discretion, we may provide notice to you. For example, when we believe it may be necessary to share information with or without notice in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of the website terms of use, or as otherwise required by law.

We may, in our sole and absolute discretion, release and disclose the Collected Data to any persons, associations, or other entities of whatsoever nature not affiliated with us (the “Non-Affiliates”) for the purpose of facilitating your instructions, requests and/or registrations for products or services provided by us or the Non-Affiliates (including, without limitation, customer support, information technology support, credit card or other electronic payment processing and personal profile services) when the transfer of such Collected Data is necessary to provide you with such products or services. By selecting, instructing, requesting, reserving and/or registering for such products or services from us or the Non-Affiliates on or through the System, you consent to the release of your Collected Data to the Non-Affiliates. We shall use reasonable efforts to provide the Non-Affiliates access only to the Personal Data necessary to assist in responding to your instructions, requests, and/or registrations for such products or services and cause such Non-Affiliates to use your Personal Data for these limited purposes.

We may also disclose, release, transfer, sell, or otherwise convey any Collected Data to prospective or actual buyers, sellers or persons and/or entities related to such actions by us, including, without limitation, we may transfer information about you if we are acquired by or merge with, or otherwise sell any portion of our assets or equity to any other company.

You consent to any and all such conveyances of the Collected Data regardless of your location and your consent includes any and all such conveyances outside of your location, including, without limitation, in the United States and in other countries and territories.

How do we protect information?

We have implemented security measures to help protect the Personal Data. For example:

- We store Personal Data on servers that are in one or more physical locations that are monitored and accessible by a limited authorized set of individuals.
- Our website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible.
- We use regular Malware Scanning.
- Personal Data is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems and are required to keep the information confidential.
- We use industry-standard security technology and efforts to safeguard information, such as firewalls, and all sensitive/credit information is encrypted via Secure Socket Layer (SSL) technology.

- We implement a variety of security measures when a user enters, submits, or accesses information to maintain the safety of Personal Data.
- All credit card transactions are processed through a gateway provider and are not stored or processed on our servers.

Although we have implemented such security measures to help protect the Personal Data, the Personal Data may still be accessed, altered, disclosed and/or otherwise used in an unauthorized manner and as such, we cannot guarantee the security of your Personal Data from unauthorized access, alteration, disclosure and/or other impermissible uses and we are not responsible for such unauthorized access or other impermissible uses.

Do we use 'cookies'?

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information.

We use cookies to:

- To administer and support the products and services you are entitled to receive from us.
- Identify you as a unique user.
- Help remember and process the items in the shopping cart.
- Understand and save your preferences for future visits.
- Improve our services.
- Diagnose, track, and monitor site activity.
- Compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future. We may also use trusted third-party services that track this information on our behalf.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Since each browser is a little different, look at your browser's Help Menu to learn the correct way to modify your cookies.

If you turn cookies off, you may be unable to access some parts of the System or some parts of the System may not work properly.

While on the System, you may receive cookies from third party advertisers or promotional entities. These cookies are outside our control, are not subject to the Policy, and we are not responsible for such third-party cookies.

We may implement the following:

We, along with third-party vendors such as Google may use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to compile data regarding user interactions with ad impressions and other ad service functions as they relate to our website. In the event we use any Google Analytics cookies, users can set preferences for how Google advertises to you using the Google Ad Settings page. Alternatively, you can opt out by visiting the Network Advertising Initiative Opt Out page or by using the Google Analytics Opt Out Browser add on.

Third-party disclosure:

We do not sell, trade, or otherwise transfer to outside parties your Personal Data unless we provide users with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or serving our users, so long as those parties agree to keep this information confidential. We may also release information when its release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Third-party links:

Occasionally, at our sole discretion, there may be situations when you could hyperlink or be directed to other websites from our website, and we may include or offer third-party products or services on our website. These third-party sites have separate and independent privacy policies. We have no responsibility or liability for the content, activities, practices, policies or security measures implemented on third-party sites. Therefore, you should review the privacy policy of linked

websites or media prior to use or giving personal information. If you have questions about any third-party terms of use, privacy practices, policies or security measures, please contact the third-party directly before disclosing information on linked websites. Nonetheless, we seek to protect the integrity of our System and welcome any feedback about these sites.

Measures to Safeguard Children:

Our products and services are not directed or intended for the use of children or users under the age of 18. We encourage parents and guardians to spend time with their children online and to be fully familiar with the websites and other software visited by their children. At various places on the System, we may ask users whether they are 18 years of age or older or of proper legal age. We rely on users to be truthful in responding to these questions. We do not knowingly collect or maintain personal information from children under 13 years of age. If we learn that personal information of a child under 13 years of age has been collected, we will take steps to delete the information as soon as possible. If you are under 18 years of age or the proper legal age, you are not allowed to use or access the System at any time or in any manner and any such use is unauthorized.

Except where required in accordance with law, law enforcement agency, court, or other governmental authority, we do not intentionally solicit Personal Data from individuals under 18 years of age. A parent or guardian whose child provided Personal Data to us without the parent's or guardian's consent should immediately notify us of such disclosure in writing to the contact provided below. We, upon receipt of such written notice, shall take reasonable measures to remove such disclosed information from our database and/or notify the appropriate authority.

Your Rights:

Under certain circumstances, you have the rights under data protection laws in relation to your Personal Data. These include the right to:

- Request access to your Personal Data.
- Request correction of your Personal Data.
- Request erasure of your Personal Data.
- Object to processing of your Personal Data.
- Request restriction of processing your Personal Data.
- Request transfer of your Personal Data.
- Right to withdraw consent.

If you wish to exercise any of the rights set out above, please email us at Legal@AS-Advantages.com. We may need to request specific information from you to help us confirm your identity and ensure your right to access your Personal Data (or to exercise any of your other rights). This is a security measure to ensure that Personal Data is not disclosed to any person who has no right to receive it. We may also contact you to ask for further information in relation to your request to speed up our response.

Opt Out

From time to time, you may receive periodic mailings, telephone calls or e-mails from us with news or other information on our products and/or services. If at any time you wish to stop receiving emails or mailings from us please send us an email to Legal@AS-Advantages.com with the phrase "Privacy Opt-out: Mailing" in the subject line, or write to us at Legal@AS-Advantages.com, and we will remove you from our mailing list. Alternatively, for e-mail communications, you may opt out of receiving such communications by following the unsubscribe instructions set forth at the bottom of most e-mail messages from us.

In the event that we wish to transfer or release your Personal Data to a third person in a manner not set forth in this Policy, we shall inform you prior to such transfer or release and provide you with the ability to opt out of such transfer or release of Personal Data. Please contact us at Legal@AS-Advantages.com if you have any questions as to how to opt out of any specific disclosures, or any marketing or other programs.

Retention and Storage of Your Information:

We will retain your information in our systems in accordance with our document management, retention and destruction policy and applicable laws. This period of retention may extend beyond the end of your use of the System, and/or your entitlement to use any of our products and services, however, any such period of retention will be related to the period of time retention is reasonably necessary for us to have sufficient information to respond to any issues that may arise later,

and to comply with regulatory entities (i.e. Internal Revenue Service, etc.). For example: We may need to retain certain information to comply with accounting practices, to prevent fraudulent activity, to limit liability, etc.

Known Risks:

The security of all information is an important concern to us; however, given that we do not control transmissions or traffic over the Internet or through third-party communication service providers, we cannot guarantee or warrant the security of such transmission of your information. Our Privacy Policy does not extend to anything that is inherent in the operation of the Internet, which is beyond our control. Keep in mind that whenever you give out information online, that information can be collected and used by people you don't know. While we strive to protect your information and privacy, we cannot guarantee the security of any information you disclose online. Thus, you should be aware that disclosure of such information is done at your own risk.

Changes to this Policy

We reserve the right to change or modify this Policy, including, without limitation, to reflect company and user feedback or changes in applicable law. Please revisit this Policy from time to time for changes and updates. If we refuse access to you, we may provide you with the reasons for such refusal upon request; provided, however, that we reserve the right to refuse to give a reason for such refusal, including, without limitation, where such information contains references to other individuals, such information cannot be disclosed for legal, security or commercial reasons, or the information is subject to attorney-client or litigation privilege. Your continued use of the System constitutes your consent to any and all such changes.

Governing Law/Claims

This Policy, the System, and any claim associated with, related to, or arising from the Policy and/or System are governed by the law of the State of Nevada within the United States. Any claim associated with, relating to or arising from this Policy or the System shall be brought in a federal or state court in the County of Clark, State of Nevada within one year after the claim arises. You hereby affirm your consent to the sole and exclusive jurisdiction of the courts located in the County of Clark, State of Nevada as the most convenient and appropriate forum for the resolution of disputes concerning this Policy or System. The System is controlled, operated and administered entirely within the United States. Use of the System from locations outside the United States where these practices are illegal or violate any law is prohibited. Use of the System for any illegal purposes is prohibited.

Your Acceptance of the Terms and Conditions of this Privacy Policy:

By using the System or visiting our website you are deemed to have expressly agreed to the terms and conditions provided in this Privacy Policy. IF YOU DO NOT AGREE WITH THIS PRIVACY POLICY, YOU SHOULD NOT USE THE SYSTEM. We reserve the right, in our sole discretion, to modify, alter or otherwise update this Privacy Policy ("Revised Policy") at any time without prior notice. Such Revised Policy shall be effective immediately upon posting, and shall govern your rights and our obligations with respect to the use, disclosure and protection of your information as of such posting. You should check this Privacy Policy periodically for, and read carefully, any such Revised Policy if you are concerned about how your information will be used and before continuing your use of the System.

System Provided "As Is" and Other Disclaimers

YOU AGREE THAT THE SYSTEM AND ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS." WE MAKE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED AND DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, WHETHER OR NOT IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE OUR SERVICES, OUR PRODUCTS, SYSTEM, OR ANY OF THE TRANSACTIONS REASONABLY CONTEMPLATED BY THE PARTIES THROUGH THE SYSTEM OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT WE KNOW, WE HAVE REASON TO KNOW, WE HAVE BEEN ADVISED OF OR WE ARE OTHERWISE, IN FACT, AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOMER USAGE IN THE TRADE OR BY COURSE OF DEALING.

WE AND OUR REPRESENTATIVES SHALL NOT BE LIABLE TO YOU (OR TO ANY PERSON CLAIMING ANY RIGHT, TITLE OR INTEREST DERIVED FROM OR AS SUCCESSOR TO YOUR RIGHT, TITLE AND INTEREST) WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHER LEGAL THEORY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT

LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OR CORRUPTION OF CONTENT, INTERRUPTION OR COMPUTER FAILURE ARISING OUT OF THE USE OF THE SYSTEM, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

Contacting Us

If there are any questions regarding this Privacy Policy, you may contact us at Advantage Services, P.O. Box 35076, Las Vegas, Nevada 89133, United States. Legal@AS-Advantages.com. Please note that email communications may not be secure. Accordingly, you should not include personal or other sensitive information in your email correspondence to us.