

SheepMedical USA

Privacy Policy

(last modified: April 13, 2022)

For more information or if you have any questions about this privacy policy, please contact us at customercare@kiyoclear.us

1. Personal Information

Your privacy is very important to all of us at SheepMedical USA Inc, a Delaware corporation (“**SheepMedical USA**”). We have established this privacy policy (“**Privacy Policy**”) to explain to you how your personal information is protected, collected and used. Personal information is information about you that is personally identifiable, such as your name, address, phone number, and email address, that is not otherwise publicly available (“**Personal Information**”). The privacy practices of this Privacy Policy apply to our services available through websites owned and operated by SheepMedical USA, such as www.kiyoclear.us, and including any SheepMedical USA platforms accessible through such websites (collectively, the “**Site**”). By visiting this Site, you agree to be bound by the terms and conditions of this Privacy Policy. If you do not agree, please do not use or access this Site.

From time to time, SheepMedical USA may modify this Privacy Policy and post such modifications here on this Site. The date the Privacy Policy was last revised is identified at the top of the page. You are responsible for periodically visiting the Site and this Privacy Policy to check for any changes. Your use of this Site after any such modification constitutes your acceptance of the modified Privacy Policy. By submitting Personal Information to us through this Site, you expressly consent to our use and disclosure of your Personal Information in accordance with this Privacy Policy.

2. Information Collection & Use

To access certain services offered by SheepMedical USA via the Site, you will be required to create a user account, including user ID and password, and input certain Personal Information, including your full name and email address. SheepMedical USA collects Personal Information from you through the Site to allow us to provide access to services that most likely meet your needs and preferences. We only collect Personal Information about you that we consider necessary for achieving this purpose. In general, you can browse certain areas of the Site and “opt-out” from providing us with any Personal Information. Once you agree to provide us with Personal Information, you are no longer anonymous to us. If you choose to register and use our services through this Site, we may require you to provide personal contact and identity information, billing information and other Personal Information as indicated on the forms throughout the Site. Where possible, we indicate which fields are required and which are optional. You always have the option to not provide information by choosing not to use or purchase a particular service. Under certain circumstances, we may require some additional financial information. We use your financial information, including credit card information, to verify the accuracy of your name, address and other information, as well as to bill you for your use of our services, if applicable.

We may track certain information based upon your behavior on the Site. We use this information to do internal research on our users’ demographics, interests, and behavior to better understand our users. This information may include, but may not be limited to, the URL that you just came

from, which URL you go to next, your computer browser information, and your IP address. If you choose to participate in discussion boards, and post messages on this Site or leave feedback or communications for other users, we will collect such information that you provide to us. We retain this information as necessary to resolve disputes, provide user support, and troubleshoot problems as permitted by law.

If you send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities or postings on the Site, we may collect and retain such information in a file specific to you.

You acknowledge and accept that the software includes a functionality implying that data within the software is automatically sent to SheepMedical USA's cloud platform in order to facilitate the functionality and use of the software as well as for the purpose of storage and that SheepMedical USA may use any such transferred data for development/improvements of SheepMedical USA's products, provided such data is only processed in an anonymized form.

Your use of the Site may include providing Protected Health Information ("PHI"), as such term is defined by the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder. SheepMedical USA's Business Associate Agreement governs the use and disclosure of PHI.

3. Use of Your Personal Information

We use your Personal Information, including your email address, to facilitate your registration and the use by you of our services upon your sign-up. We use your Personal Information, and other information we obtain from your current and past activities on the Site to: resolve disputes; troubleshoot problems; measure interest in our services; inform you about services, and updates; customize your experience on the Site; detect and protect us against error, fraud and other criminal activity; enforce our other agreements with you; and as otherwise described to you at the time of collection. At times, we may look across multiple users to identify problems or resolve disputes. We may compare and review your Personal Information for errors, omissions and for accuracy.

You agree that we may use your Personal Information, including your email address, to improve our marketing and promotional efforts, to analyze site usage, to improve our content and product offerings, and to customize the Site's content, layout, and services. These uses improve the Site and better tailor it to meet your needs, so as to provide you with a smooth, efficient, safe and customized experience while using the Site and our services.

4. Communications from the Site

We may occasionally send you information on services, special deals, and promotions. Out of respect for your privacy, we provide you a way to unsubscribe from each of these communications. If you no longer wish to receive our promotional communications, you may opt-out of receiving them by following the instructions included in each such communication or by contacting us.

We will send you strictly service-related announcements on rare occasions when it is necessary to do so. For instance, if access to our services is temporarily suspended for maintenance, we might send you an email. Generally, you may not opt-out of these communications, which are not promotional in nature. If you do not wish to receive them, you have the option to deactivate your registration on the Site.

5. Information Sharing and Disclosure

As a matter of policy, we do not sell, rent or share any of your Personal Information, including your email address, to third parties for their marketing purposes without your explicit consent. However, the following describes some of the ways that your Personal Information may be disclosed in the normal scope of business to provide our services to customers:

External Service Providers: There may be separate services offered by third parties that we refer to as external service providers that may be complementary to your use of the Site. If you choose to use these separate services, disclose information to the external service providers, and/or grant them permission to collect information about you, then their use of your information is governed by their privacy policy. We do not disclose your Personal Information, including your email address, to external service providers unless you provide your explicit consent. With your consent we may provide some of your Personal Information to the external service provider offering such services, for your convenience. To prevent our disclosure of your Personal Information to an external service provider, you can decline such consent or simply not use their services or products. Because we do not control the privacy practices of these third parties, you should evaluate their practices before deciding to use their services.

Internal Service Providers: We may use third parties that we refer to as internal service providers to facilitate or outsource one or more aspects of the business, product and service operations that we provide to you and therefore we may provide some of your Personal Information, including your email address, directly to these internal service providers. These internal service providers are subject to confidentiality agreements with us and other legal restrictions that prohibit their use of the information we provide them for any other purpose except to facilitate the specific outsourced SheepMedical USA related operation, unless you have explicitly agreed or given your prior permission to them for additional uses. If you provide additional information to an internal service provider directly, then their use of your Personal Information is governed by their applicable privacy policy.

Legal Requests: SheepMedical USA cooperates with law enforcement inquiries, as well as other third parties to enforce laws, such as: intellectual property rights, fraud and other rights, to help protect you, other users, and SheepMedical USA from bad actors. Therefore, in response to a verified request by law enforcement or other government officials relating to a criminal investigation or alleged illegal activity, we can (and you authorize us to) disclose your name, city, state, telephone number, email address, username history, and fraud complaints without a subpoena. Without limiting the above, in an effort to respect your privacy, we will not otherwise disclose your Personal Information to law enforcement or other government officials without a subpoena, court order or substantially similar legal procedure, except when we believe in good faith that the disclosure of information is necessary to prevent imminent physical harm or financial loss, or report suspected illegal activity.

Due to the existing regulatory environment, we cannot ensure that all of your private communications and other Personal Information will never be disclosed in ways not otherwise described in this Privacy Policy. By way of example (without limiting the foregoing), we may be forced to disclose Personal Information, including your email address, to the government or third parties under certain circumstances, third parties may unlawfully intercept or access transmissions or private communications, or users may abuse or misuse your Personal Information that they collect from the Site. Therefore, although we use industry standard practices to protect your privacy, we do not promise, and you should neither rely upon nor expect, that your Personal Information or private communications will always remain private.

6. Log Files

As is true of most websites, we gather certain information automatically and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data. We use this information, which does not identify individual users, to analyze trends, to administer the site, to track users' movements around the site and to gather demographic information about our user base as a whole. We do not link this automatically collected data to personally identifiable information. We track trends in users' usage and volume statistics to create a more efficient and usable site and offerings, and to determine areas of the site or our services that could be improved to enhance the user and customer experience. Log files are used on the Site, and in any link to the Site from an email.

7. Cookies and Related Technologies

When you use this Site, we collect certain information by automated or electronic means, using technologies such as cookies, browser analysis tools, and web server logs. As you use this Site, or our applications, your browser and other electronic devices communicate with servers operated by us and our services providers to coordinate and record the interactivity and fill your requests for services and information.

The information from cookies and related technology is stored in web server logs and also in web cookies kept on your computers or mobile devices, which are then transmitted back to this Site by your computers or mobile devices. These servers are operated and the cookies managed by us or our service providers.

For example, when you visit this Site, SheepMedical USA and our service providers may place cookies on your computers or mobile devices. Cookies allow us to recognize you when you return, and track and target your interests in order to provide a customized experience. They also help us provide a customized experience and help us to detect certain kinds of fraud. A "cookie" is a small amount of information that a web server sends to your browser that stores information about your account and preferences.

Some cookies are temporary, whereas others may be configured to last longer. "Session" cookies are temporary cookies used for various reasons, such as to manage page views. Your browser usually erases session cookies once you exit your browser. "Persistent" cookies are more permanent cookies that are stored on your computers or mobile devices even beyond when you exit your browser. We use persistent cookies for a number of purposes, such as retrieving certain information you have previously provided, and storing your preferences.

8. Manage Your Security Settings

You may manage how your browser handles cookies and related technologies by adjusting its privacy and security settings. Browsers are different, so refer to instructions related to your browser to learn about cookie-related and other privacy and security settings that may be available. You can opt-out of being targeted by certain third-party advertising companies online.

You may manage how your mobile browser handles cookies and related technologies by adjusting your mobile device privacy and security settings. Please refer to instructions provided by your mobile service provider or the manufacturer of your device to learn how to adjust your settings.

9. Links to Other Sites

This Site may contain links to other sites that are not owned or controlled by SheepMedical USA. Please be aware that we are not responsible for the privacy practices of such other sites. We

encourage you to be aware when you leave our site and to read the privacy statements of each and every website that collects personally identifiable information. This Privacy Policy applies only to information collected by this Site.

10. Comments or Discussion Forums

If you use a discussion board, forum or comment section on the Site, you should be aware that any personally identifiable information that you submit, including your name and email address, can be read, collected, or used by other users of the Site, and could be used to send you unsolicited messages. We are not responsible for the personally identifiable information you choose to submit on this Site.

11. Accessing and Correcting Personally Identifiable Information

If you want to update or delete your contact information, terminate your subscription, or have other questions or requests, please contact us at customercare@kiyoclear.us. We are ready to assist you in managing your account and closing your account, but we cannot always delete records of past interactions and transactions. For example, we are required to retain records relating to previous purchases for financial reporting and compliance reasons.

12. Security

We follow generally accepted industry standards to protect Personal Information, including your email address, submitted to us, both during transmission and once we receive it. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

13. Notice to Residents of Countries outside the United States of America

SheepMedical USA is headquartered in the United States of America. Personal Information may be accessed by us or transferred to us in the United States or to our affiliates, business partners, or service providers elsewhere in the world. By providing us with Personal Information, you consent to this transfer. We will protect the privacy and security of Personal Information according to this Privacy Policy, regardless of where it is processed or stored.

14. Children Under the Age of 13

The Site is not 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 personal information from children under 13. If you are under 13, do not use or provide any information on this Site or on or through any of its features/register on the Site, make any purchases through the Site, use any of the interactive or public comment features of this Site or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal 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 at customercare@kiyoclear.us.

15. Your California Privacy Rights

California Civil Code Section § 1798.83 permits users of our Site that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to customercare@kiyoclear.us or mail to SheepMedical USA, 4514 Cole Ave, Suite 600, Dallas, TX 75205, U.S.A.

16. Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls.

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 Site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Site. The information you share in public areas may be viewed by other users of the Site.

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 Site. Any transmission of information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Site.

17. Changes in this Privacy Statement

If we decide to change our Privacy Policy, we will post those changes to this Privacy Policy and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this Privacy Policy at any time, so please review it frequently.

18. Applicable Law, Venue and Waiver for Jury Trial

To the extent permitted by law you agree by visiting the Site (i) that any of our agreements with you shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby; (ii) that you irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of the State of Delaware and the courts of the United States located in the District of Delaware, for the adjudication of any action, suit or proceeding arising out of or relating to any of our agreements with you or the transactions contemplated hereby or thereby; (iii) that the provisions of the "Convention on Contracts for the International Sale of Goods" of the United Nations shall be explicitly excluded and shall not apply to any of our agreements with you; (iv) that you agree and hereby waive your right to jury trial as to matters arising out of the terms of any of our agreements with you and any matters herein or therein released to the extent permitted by law. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Privacy Policy will remain in full force and effect.

(Remainder of this page is intentionally left free)