

## PRIVACY POLICY

*Effective March 5, 2015*

This privacy policy ("Privacy Policy") describes how Beast Technologies S.r.l. ("Beast" or "we" or the "Data Controller") collects and uses your information and personal data through a variety of digital means. By accessing or using Beast's website, Beast's mobile applications (including the App "*Beast Strength*") or other Beast's products or services on any computer, mobile phone, tablet, console or other device (collectively, the "Device"), you consent to our Privacy Policy.

Beast may modify this Privacy Policy at any time effective upon its posting. Your continued use of our products and services constitutes your acceptance to this Privacy Policy and any updates thereof.

This Privacy Policy is incorporated into, and is subject to, the [Terms and Conditions](#).

Any processing of personal data of the User under this Privacy Policy shall be carried out in accordance with the Italian Data Protection Act 196/2003, as subsequently amended ("Data Protection Act").

This Privacy Policy is provided also for the purposes of Article 13 of the Data Protection Act.

### 1. Data Controller and Owner

The users using the products and services, applications, website, provided by Beast (the "Users"), including, but not limited to, users of the App "*Beast Strength*" and Beast's website, acknowledges that the data controller of his/her personal data and information is Beast Technologies S.r.l. - Via Cairoli 4, 25122 Brescia (Italy), tax code and VAT number n. 03557770983, [services@beast-technologies.com](mailto:services@beast-technologies.com)

Beast processes the data of the Users in a proper manner, according to the terms and conditions set forth in this Privacy Policy, and shall take appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the same.

### 2. Information collected

We collect the following data and information (collectively, the "Information"):

- a. information you give us or permit us to access: this kind of information may include, but is not limited to, your name, image, birth date, email and physical address, telephone number, gender, contact lists, social media information and profile, activity and performance information, and when necessary, credit card information;
- b. the data of your sport performances (including, but not limited to, Acceleration, Velocity, Power, Strength, Explosiveness, Volume, Lifting, Intensity, Lifting, Density, Average, Power, Index of Fatigue 1RM (1 Repetition maximum) ESD (explosive strength deficit) RFD (rate of force development) IES (index of explosive strength) RC (reactivity coefficient) ISS (index of starting strength) TUT (Time under tension);

- c. data and information regarding your interaction with, and use of, our products and services. Information we may collect in this respect includes, but is not limited to, your telephone number, Device identifier and hardware information, IP address, browser type and language, cookie information, system type, whether you have enabling software to access certain features, access times, referring website URLs, information about your purchases and other information about your interactions with us.

The personal data of the Users may be freely provided by the User, or collected automatically when using Beast's applications, software, platforms, devices, and websites.

Users are responsible for any data or information of third parties obtained, published or shared through Beast's applications, software, platforms, and websites and confirm that they have the third party's consent to provide such data and information.

The User is the sole responsible for the correctness, completeness and truthfulness of any data and information provided, recorded or uploaded or however made available to Beast.

### 3. Interaction with third-parties for the purpose of acquiring data

We may combine information you give us with other information available directly to Beast as a result of any upload made by you (on the website, in connection with the purchase, or otherwise). We may also combine that information with data that is publicly available and data from third parties. We also collect information about gift recipients provided by the giver.

### 4. How we collect Information

Beast may automatically collect information within our products and services or stored by your browser or Device. We use a variety of methods to collect this information, including, but not limited to, cookies and pixel tags/web beacons ("Collection Tools").

### 5. Children's Privacy

We do not knowingly collect or solicit personal information from children under 13.

### 6. Using of the Information and data processing

We may use (including using, recording, storing and processing) your Information to do the following:

- a. allow you to use the features of the App "*Beast Strength*" and Beast's websites, such as registration of the user in our website, and calculation and recording of your sport and activity performances (including but not limited to, Acceleration, Velocity, Power, Strength, Explosiveness, Volume, Lifting, Intensity, Lifting, Density, Average, Power, Index of Fatigue 1RM (1 Repetition maximum) ESD (explosive strength deficit) RFD (rate of force development) IES (index of explosive strength) RC (reactivity coefficient) ISS (index of starting strength) TUT (Time under tension);
- b. enhance, customize and personalize your experience of the App "*Beast Strength*", and Beast's website, and communications with or to Beast;

- c. operate, provide, improve and maintain Beast's products and services, including analyzing User's behavior, habits, performances, sport results, sport activity, and trends;
- d. perform any obligations and enforce any rights relating to the sale and use of Beast's devices, products and services, including in connection with enforcement and court proceedings, and perform any accounting, fiscal, and legal obligations related thereto (whether merely internal or external);
- e. send you administrative messages and communicate with you about your purchase, account information or customer service; send bills (if applicable);
- f. send you promotional and commercial messages and other information about Beast, Beast's products and services and events (via courier, e-mail, and SMS); send newsletters to you (via courier, e-mail, and SMS); perform commercial and selling activities (including direct/indirect selling);
- g. processing/storing/recording of the Information, including for (i) the purposes of developing new products and services; and (ii) accounting, legal and tax purposes (invoicing and administrative management);
- h. processing/storing/recording of the Information for '*big data*' purposes and/or for market research purposes, statistical purposes and/or to analyze your taste/preferences and habits (whether in an aggregated or disaggregated form);
- i. sell and/or transfer, directly or indirectly, your Information, whether anonymous or not, in isolated, disaggregated or aggregated form, to any third-party for '*big-data*' purposes and/or for commercial purposes (including for delivery of commercial materials and direct/indirect selling), and/or for marketing/statistical/research purposes, in Italy, or in any country of the European Union, Switzerland, USA, Brazil, Mexico, Argentina, Russian Federation, Japan, Republic of Korea, Thailand, Indonesia, India.

It is understood that, to the extent allowed and granted under applicable laws, the data and Information on which Beast has been granted the right of use hereunder – shall be considered and deemed as owned by Beast, provided the rights and limitations set forth under Article 7 or elsewhere in the Data Protection Act or under applicable laws and regulations.

#### 7. Methods of processing

The Information will be processed using tools and procedures which are appropriate for assuring the security and confidentiality of the data, and may be done on both hard paper copy and using electronic data processing tools.

## 8. Place

The Information is processed at the Data Controller's operating offices and in any other places where the parties involved with the processing are located.

## 9. Retention time

The Information is kept for 15 years, and the User can always request that the Data Controller suspend or remove his/her data/Information.

## 10. Obligation to provide the requested data

The Information that we collect from you is required for the regular performance of the features of the App "*Beast Strength*" and of the services and features of the Beast's website. It should be noted that the non-provision, the impossibility to acquire or the subsequent request for deletion of any data required, shall cause the impossibility to start or continue any such services, features, and use by the User.

## 11. Communication, dissemination and knowledge of the data

The data shall not be transmitted to unspecified persons or entities in any form whatsoever, save as otherwise provided for hereunder. The data may be communicated to one or more specified persons or entities under the following terms:

- a. to Beast's employees;
- b. to public authorities and agencies (including *Garante per la Protezione dei Dati Personali*);
- c. persons or entities who may access the data pursuant to EU and national laws and regulations or on the basis of court decisions, within the limits of such laws, regulations and decisions;
- d. in some cases, the data may be accessible to certain types of persons in charge and/or involved with the operation of the site (administration, sales, marketing, legal, system administration) or external parties (such as third party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) within the limits strictly required to execute such services;
- e. to persons and entities who need access to the data for auxiliary purposes to the provisions of the regular services by Beast, within the limits strictly required to execute such auxiliary services (including but not limited to credit recovery companies, postal services and similar, surveillance institutes, ICT providers);
- f. to other companies which may be appointed, in outsourcing, to manage certain services;
- g. to the data processors (if appointed), within the limits required to carry out their appointment with the organization, following the letter of appointment which assures confidentiality and security or their appointment as data processors.

## 12. Rights of the User

The User has the right to access the personal data which concerns him/her and may exercise the rights set forth in Article 7 of the Data Protection Act by contacting Beast at the above contact details as provided by Articles 8 and 9 of the Data Protection Act.

The User has the following rights:

- h. the right to obtain general information on processing operations performed in Italy by accessing, free of charge, the online Register of Processing Operations kept by the Italian Data Protection Authority (if applicable);
- i. the right to access his/her own personal data directly from Beast, including for the purpose of obtaining confirmation that such data exists and communication of the data as well as to know the source of the data and what criteria and purposes apply to its processing. In the latter case Beast may charge a fee (“handling fee”) if it is found that no data relating to the data subject is held;
- j. the right to obtain erasure, removal or blocking of any data that is processed in the cases provided by the law; if allowed under the law, Beast may retain certain rights on such data as strictly necessary for legal, tax, or fiscal purposes;
- k. the right to have inaccurate and/or incomplete data updated, rectified or supplemented;
- l. the right to have his/her data made anonymous;
- m. the right to object to the processing of one's own data in the cases provided for by the law;
- n. the right to object, in any and all cases, to the processing of one's own data for commercial information purposes and/or for sending advertising or direct selling materials and/or for market research purposes.

### 13. Sharing Information

Beast may provide your information to Beast’s subsidiaries and affiliates provided they are located in the European Union or USA.

### 14. Service Providers

We may transfer your information to Beast’s service providers to conduct our business. For example, they may handle credit card processing, shipping, data management, email distribution, market research, information analysis, and promotions management. We may also share your information to administer features (e.g. music download, race registration, or workout routine).

### 15. By law or to protect rights

We may disclose information upon governmental request, in response to a court order, when required by law, to enforce our policies, or to protect our or others' rights, property or safety. We may share information to prevent illegal uses of Beast's products and services or violations of the Terms of Use, or to defend ourselves against third-party claims. We may also share information with companies assisting in fraud protection or investigation.

#### 16. Business transfers

Your information may be transferred to a third party as a part of our business assets in a sale of a part or all of Beast.

#### 17. Protecting Information

We use a variety of security measures, including encryption and authentication tools, to help protect your information. We use secure servers when you place orders.

#### 18. No Guarantee

However, like other companies, Beast cannot guarantee 100% the security or confidentiality of the information you provide to us.

#### 19. Public sharing

When you join or use certain services (including Facebook, Twitter, Instagram, YouTube, Tumbler services), you agree to publicly share a basic amount of information, which may include your username, city location, profile picture, time and location of your internet connection, and certain data relating to your sport activity and performances. You are the sole responsible party for any such decision. We invite you to read the privacy policies of those platforms (including Facebook, Twitter, Instagram, YouTube, Tumbler), because your Beast's activities and data published on those platforms will no longer be governed by Beast's Privacy Policy.

The Beast's website and Beast's Apps (including "*Beast Strength*") use the social network plugins provided by Facebook Inc., 1601 South California Avenue, Palo Alto, CA 94304, USA (hereinafter "FB"). The plugins are identified by a FB logo or the add-on "FB Social Plugin". When you visit a page of our website that contains a social plugin, your browser establishes a direct connection to Facebook servers. Facebook directly transfers the plugin content to your browser which embeds the latter into the website, enabling Facebook to receive information about you having accessed the respective page of the Beast website. We have no influence and control over the data gathered by the plugin. When you click the FB plugin while you are logged in on your FB account, you will be able to link the content of the Beast webpages to your FB profile or interact with the plugins, for instance by clicking "Like", or entering a comment. If you do not want Facebook to attribute your visit to the Beast website to your FB account, please log out of your FB account.

The Beast's website and Beast's Apps (including "*Beast Strength*") use the social network plugins provided by Twitter (hereinafter "TW"). The plugins are identified by a TW logo or the add-on "TW Social Plugin". When you visit a page of our website that contains a social plugin, your browser establishes a direct connection to Twitter servers. Twitter directly transfers the plugin content to your browser which embeds the latter into the website, enabling Twitter to receive information about you

having accessed the respective page of the Beast website. We have no influence and control over the data gathered by the plugin. When you click the TW plugin while you are logged in on your TW account, you will be able to link the content of the Beast webpages to your TW profile or interact with the plugins. If you do not want Twitter to attribute your visit to the Beast website to your Twitter account, please log out of your TW account.

The Beast's website and Beast's Apps (including "*Beast Strength*") use the social network plugins provided by Instagram or YouTube or Tumblr. The plugins are identified by the respective Instagram or YouTube logo or Tumblr or the add-on "Instagram Social Plugin" or "YouTube Social Plugin" or "Tumblr Social Plugin"). When you visit a page of our website that contains a social plugin, your browser establishes a direct connection to such servers. Instagram or YouTube or Tumblr directly transfers the plugin content to your browser which embeds the latter into the website, enabling Instagram or YouTube or Tumblr to receive information about you having accessed the respective page of the Beast website. We have no influence and control over the data gathered by the plugin. When you click the Instagram or YouTube or Tumblr plugin while you are logged in on your Instagram or YouTube or Tumblr account, you will be able to link the content of the Beast webpages to your Instagram and YouTube and Tumblr profile or interact with the plugins. If you do not want Facebook to attribute your visit to the Beast website to your Instagram, YouTube, Tumblr account, please log out of your Instagram, YouTube, Tumblr account.

## 20. Use of Cookies

Beast and its service providers may place cookies (defined as a set of data generated by a website and stored in the hard disk or in the temporary memory on a user's computer when logging in to the pages of certain websites) onto your computer when you visit the Beast's website.

The purpose of using cookies is to obtain statistical information and to remember some information about the user navigation behavior (*eg* to remember preferences, recognize users, provide a personalized service based on specific interests, measure traffic and activities during visits to the Beast's website, to control and improve our service and to guard against frauds).

These cookies do not keep any kind of sensitive information about users, because they are anonymous.

The information that Beast's preserves in its servers by means of cookies consist solely of a number that identifies a user, apart from preferences such as the navigation language used and the date on which the cookie was sent.

Beast may register your IP (Internet Protocol) such as identity of the computer from which you access the web, to make the diagnosis of any problem with your server, to administer its web pages and to analyze user tendencies.

If you do not want to be remembered by the computer as a Beast user it will be sufficient to check the "close session" every time you leave the website, otherwise, every time you log on to it through the same computer, the user will be automatically recognized without the need to log in with the email name and password.

If you wish, you can set your browser to prevent the receipt of cookies and to prevent their installation on your hard disk. However, if you choose this setting, you may not have access to certain areas of the website to or can not take advantage of some of our services.

If the setting of the browser has not been adjusted in such a way to reject cookies, the system will produce cookies from the access to the website.

For more information on the cookies storage, please see the instructions and manuals of your browser

#### 21. Invitation e-mail usage

As a user of the Beast's website, you have the opportunity to send invitation e-mails that include recommendations to your friends. The recipient will see the sender address and a personal recommendation text you might add. Please ensure that you only send these e-mails to real persons who have provided their explicit agreement to receive these e-mails.

The Beast technology platform will only send e-mails to the e-mail addresses you indicate and will not make use of this data for any other purpose. You are not allowed to use the invitation e-mail tool to send spam or information that is in conflict with the general terms and conditions of the business.

#### 22. Changes to this privacy policy

Beast reserves the right to make changes to this privacy policy at any time by giving notice to its Users on this page. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom. If a User objects to any of the changes to the Policy, the User must cease using Beast's Applications and software, and can request that Beast removes his/her personal data. Unless stated otherwise, the then-current privacy policy applies to all personal data Beast has about Users.

#### 23. Communication/Unsubscribe/Opt-Out

Regardless of the settings you select, Beast may send you service-related communications. To unsubscribe and stop receiving messages, please change your settings or follow the instructions in the email, text message, notification or other message type. If you have unsubscribed from any Beast communications, due to production schedules, you may receive communications already in production.

#### 24. Non-Italian Users

Regardless of where you live, without prejudice to any other consent and granting provided by you hereunder, you also consent to have your personal data transferred, processed and stored in the country used by Beast for the processing of data, and allow Beast to use and collect your personal information in accordance with this Privacy Policy.

#### 25. Terms of Use

Your use of our products and services, and any disputes arising from them, is subject to this Privacy Policy as well as our Terms of Use. Please visit our Terms of Use, which explains other terms governing the use of our products and services.