

## Glo2Facial App Terms of Use

Last modified: February 6, 2025

Agreement between User and Geneo United

Welcome to the Glo2Facial by Geneo App!

These Terms of Use ("Terms") govern the access to and use of this app (the "App"), which is owned and operated by Geneo United LLC ("Geneo United").

Your registration to, accessing, transacting in or use of any aspect of this App, constitutes your agreement and acceptance without modification of the notices, terms and conditions set forth herein.

This App is hosted on a platform created by Mighty Software, Inc. Therefore, in addition to these Terms, please be aware that the general terms of use of the web service provided by Mighty Networks may also apply when using certain features of our App. We encourage you to review both sets of terms carefully to ensure a clear understanding of your rights and responsibilities while using our App. If you do not agree and accept without modification these Terms and the Mighty Networks` Terms, do not use this App.

In the event of any conflict or inconsistency between our Terms and the Mighty Networks` Terms, these Terms will prevail.

These Terms shall be deemed to be in addition and without prejudice to any other obligations you may have towards Geneo United under any agreement or applicable law.

### Content; User Content

This App may contain, display, or refer to various products, and may contain materials, information, offers, campaigns or other content, pertaining to Geneo United, its devices, treatments and services and related markets and industries, including without limitation, marketing materials, educational materials and service materials, posts, blogs, videos, webinars and brochures, as well as information regarding your purchase history, order status etc. (collectively – "Content").

Your access to this App is limited to such features and such Content as expressly authorized by Geneo United, and you shall not, and shall not attempt to, access or use any part of this App and the Content available therein, other than as expressly authorized by Geneo United. However, Geneo United is not committed or responsible to only provide you access to Content that is relevant to you or your business, and it is your sole responsibility to assess the relevance or usefulness of any Content to your particular needs or purposes.

All material that you upload, publish or display to others via the App is "User Content". As between you and Geneo United, you keep complete ownership of your User Content, unless you otherwise agree in writing. To the extent that you upload or deliver User Content, you hereby grant to Geneo United a non-exclusive, irrevocable, transferable, sub-licensable, royalty free, worldwide license to copy, reproduce, alter and otherwise use the User Content for its own business purposes. You also waive any claim against

Geneo United for such use by Geneo United, or for any copying, reproduction, alteration or use of your User Content by any other Geneo United customer.

Geneo United reserves the right to review the User(s) Content and to remove any of the User Content or suspend or terminate the access of any User's account who violates these Terms, or the community guidelines specified below.

For additional terms applying to Your Content, please review Mighty Networks` Terms.

#### No Advice; No Inducement of Treatment

This App does not provide, and you should not regard any Content or any feature of this App as clinical, medical, medical practice, professional, legal, business, or financial advice or recommendation, whether as practitioners, patients or otherwise, even if such Content is presented as or has the appearance of an advice or opinion.

Users shall not ask for advice on specific treatment cases, must always rely on the advice of a qualified personnel regarding any treatment issue, and must not rely on any content herein as a diagnosis, prognosis, or recommendation for any treatment.

Providers and Practitioners must always exercise their independent professional judgment and make their own independent examination of the suitability of the Content for their professional needs and for the customer's and patient's required treatment.

#### Code of Conduct

The App may allow for community discussions, forums, and interactions between Users. We encourage collaboration, sharing of knowledge, and offering support within the community. Feel free to share insights, ask questions, and engage in educational discussions with other users and Geneo United's education and business development teams, to create a positive and enriching environment.

To ensure a respectful and enjoyable experience for all Users, we require the following behaviors:

1. **Respectful Engagement:** We expect all Users to engage in conversations and interactions respectfully, maintaining a professional and courteous tone. Avoid any language, content, or behavior that could be considered abusive, offensive, discriminatory, or harassing toward others. We aim to cultivate a collaborative and supportive environment where all Users can contribute meaningfully.
2. **Avoid Harmful Behavior:** Refrain from any form of harassment, hate speech, or discriminatory actions.
3. **Prohibited User Content:** User Content must relate to glo2facial and Geneo X products and services only. You shall not upload, post, or transmit any unlawful, harmful, defamatory, obscene, or otherwise objectionable User Content. You must not share in the App any User Content regarding the commercial terms under which you provide your services to your customers or other User Content that you deem to be valuable to your competitors.
4. **Protect Privacy:** Do not share personal information of other users and persons, including B&A images, unless you have explicit consent from such users or persons to do so.

5. No Promotions or Spam: The App is not intended for unsolicited commercial communications. You are prohibited from using the App for spam, marketing, promotional activities or any other purpose not authorized by us, including excessive self-promotion of your business or products.

If you encounter any content or behavior that violates these guidelines or these Terms, you may report it using the Customer Service email specified below. We will review the report and take appropriate action, which may include User Content removal, account suspension, or other necessary measures.

Geneo United reserves the right to remove any Content at any time and for any reason at its sole discretion.

We may update these guidelines as needed to reflect changes in the App or community standards. Please check these Terms periodically for changes.

#### Acceptable Use of the App

When using the App, you must refrain from –

- Breaching these Terms or any other applicable rules and instructions that we may provide;
- Interfering with, burdening or disrupting the functionality of the App;
- Breaching the security of the App or identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation, or functionality of the App, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented on the App;
- Using or launching any automated system, including without limitation robots, crawlers and similar applications to collect and compile Content from the App;
- Displaying the App or any part thereof in an exposed or concealed frame, or linking to elements or portions of the App;
- Displaying Content or User Content from the App in any way; including by any software, feature, gadget or communication protocol which may alter the Content or its design;
- Downloading Content or User Content from the App for any purpose, unless explicitly enabled and permitted by Geneo United;
- Accessing or using the App in order to develop or create a similar or competitive product or service.
- Impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity;
- Collecting, harvesting, obtaining or processing personal information of or about other Users of the App;
- Engaging in any activity that constitutes a criminal offense or gives rise to civil liability; or

- Violating any applicable law.

Access to and use of this App is personal to the User and you may not permit any other person to access or use this App through your account, nor to share with any other person your username, password or any other data facilitating access to your account. You are solely responsible for the activity that occurs in your User account. Geneo United will not be liable for any losses caused by any unauthorized use of your account.

You will not use this App or any Content or User Content in any manner or for any purpose that is inappropriate for business, unlawful, immoral, or adverse to or may circumvent Geneo United's interests, products, services and brands.

Any failure by a User to follow these Terms, any abuse of the App, any conduct detrimental to the interests of Geneo United, or any misrepresentation of any information furnished to Geneo United may result in the termination of User's account, without prejudice to any other available right or remedy.

WE MAY EMPLOY TECHNOLOGICAL MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE APP.

#### User Privacy Notice

Personal data provided to Geneo United by you in connection with your registration to this App or otherwise provided to or collected or generated by Geneo United in connection with your use of this App, may be used by Geneo United in accordance with the App Privacy Statement ("Privacy Statement").

If you wish to share via the App any third-party personal information, you must obtain the prior consent of the relevant person.

In the event of conflict between the Privacy Statement and these Terms, the Privacy Statement shall prevail.

#### Cookies

We use cookies to enhance site navigation, analyze App usage, assist in our and third parties' marketing efforts and otherwise, as more fully described in the App's Privacy Statement.

#### Contact Forms

By Submitting forms through the App, you consent to the use of your data in accordance with the App's Privacy Statement.

#### Content Sharing

If you choose to use, or post and share any content intended for use/sharing, you will be solely responsible for such actions and for any content that may be personally added by you. You will not post any information or make any statement concerning Geneo United products or services other than in line with those officially provided by Geneo United.

## Eligibility

This app is open to and intended solely for Geneo United customers who are 18 years of age or older at the time of registration and who have accepted these Terms ("User/s").

You may have received access to this App as an employee of a business or organization or otherwise on behalf of an organization or another person ("Organization"). In that case, you represent and warrant to Geneo United that you have the appropriate permission from and are duly authorized by your Organization to use this App enter into transactions on its behalf, and to bind such Organization by these Terms, and that these Terms shall be binding upon and enforceable against such Organization. In such case, all references to "you" or "User" hereunder shall be deemed to be to you and/or to such Organization, as the context may require.

## Confidentiality

This App is proprietary Geneo United platform and is not accessible to the public. The Content may include confidential information and trade secrets of Geneo United. You will keep in strict confidentiality, will not disclose to any other third party, and will not use other than as expressly permitted by Geneo United, information regarding this App, and any Content or other information or material marked as confidential, or which is otherwise of a confidential or proprietary nature.

## Proprietary Rights

This App, the Content and all software, media, images, text, graphics, illustrations, names, marks, logos, photographs, audio, video, designs, tools, templates, forms, methods, works of authorship, inventions, techniques and know-how contained, used or described therein, and all intellectual property rights related thereto, including without limitation copyrights, patents, designs, tradenames, trademarks and trade secrets, are and shall be the exclusive property of Geneo United or its licensors.

Except as explicitly provided herein, nothing in these Terms or in your access to or use of the App or the Content shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, reverse engineer, decompile, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from this App or any Content.

The use of any Content on any other website or networked computer environment is prohibited.

All copyright and other proprietary notices contained in downloaded Content must be retained.

## No Warranty

Access to this App and the Content is provided as-is, with no warranty on the part of Geneo United, including with respect to the suitability, reliability, availability, operability, functionality, timeliness and accuracy of this App and/or the Content. Geneo United assumes no liability or responsibility for any errors or omissions in the Content.

In no event shall any part of the Content be deemed to constitute a representation or warranty on the part of Geneo United regarding the completeness, truthfulness or accuracy of the information contained therein.

Geneo United cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party.

ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ARE HEREBY DISCLAIMED.

#### LIABILITY DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GENE0 UNITED AND/OR OTHER THIRD PARTIES ON ITS BEHALF BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR THE DELAY OR INABILITY TO USE THIS APP OR THE CONTECT, OR ANY INFORMATION OBTAINED THROUGH THIS APP, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF GENE0 UNITED OR ANY OTHER THIRD PARTY ON ITS BEHALF HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE FOREGOING INCLUDES, WITHOUT LIMITATION, LIABILITY FOR DAMAGES TO, OR FOR VIRUSES THAT MAY INFECT, COMPUTER OR OTHER EQUIPMENT.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PART OF THE APP OR ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS APP, SUBJECT TO AND UNLESS YOUR USE OF THE RELEVANT PLATFORM IS REQUIRED UNDER ANY OTHER OBLIGATION YOU MAY HAVE TOWARDS GENE0 UNITED.

#### Indemnification

You agree to indemnify, defend, and hold harmless Geneo United, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms or applicable law or otherwise from your negligent or improper act or omission or willful misconduct in connection with this App or the Content.

#### No Other Relationship

No partnership, agency, joint venture, employment or other relationship of any type shall be deemed to be created or implied between Geneo United and User by virtue of or in connection with these Terms or the use of this App, other than the relationship expressly set forth herein.

#### Termination

Geneo United reserves the right at any time, without prior notice, to change any functionality or feature of this App and/or any Content; to shut down or stop providing access to this App and/or any feature thereof or any Content, to you or to Users generally; or to create usage limits for this App. Geneo United

may permanently or temporarily terminate or suspend your access to this App and/or any feature thereof or any Content without notice and liability for any reason, including to immediately terminate your account if in Geneo United's sole determination you violate any provision of these Terms (without prejudice to any other right or remedy we may have hereunder or under applicable law), or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

#### Applicable Laws

These Terms shall be governed by and construed according to the laws of the state of California, exclusive of conflicts of law provisions that would permit or require the application of the laws of a different jurisdiction. The 1980 U.N. convention on contracts for the international sale of goods hereunder shall not govern the rights and obligations of the parties. User agrees that any action for enforcement of these Terms or any other dispute arising hereunder shall be filed exclusively in courts located in Santa Clara County, California, and User hereby consents and waives any objection to the jurisdiction and venue of such courts.

Any action hereunder for breach of warranty or contract must be commenced not later than one year from the date on which such action accrues or be forever barred.

#### Severability

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed from these Terms and shall not affect the validity and enforceability of any remaining provisions.

#### Modifications of these Terms of Use

Geneo United reserves the right, in its discretion and without notice at any time, to change, modify, add, or remove portions of these Terms, provided that if we decide to modify these Terms, we will update the Last Modified Date herein. Please check these Terms periodically for changes. Your continued use of this App following any updates to these Terms will mean you accept these Terms as then in effect, including any subsequent additions, changes or modifications to these terms and conditions expressed herein and therein.

#### Communications

Any communications, questions or requests you wish to address to Geneo United in relation to this App or to these Terms should be addressed to [geneoapp@geneo-us.com](mailto:geneoapp@geneo-us.com)

## Glo2Facial App Privacy Notice

Last revised: February 6, 2025

The Glo2Facial mobile and web application (the "App") is operated by Geneo United LLC. (Geneo LLC. and its affiliates shall be hereinafter referred to as "Geneo"), with its registered office at 2807 Villa Way Newport Beach, CA 92663 United States.

This Privacy Statement ("Statement") describes our practices regarding personal information we collect, store, use, and share in connection with people who use or interact with the App ("you" or "Users").

By accessing the App and/or providing us your Personal Information, you signify your acknowledgement of this Statement and our Terms of Use.

### QUICK REFERENCE GUIDE

1. Collection of Personal Information
2. Use of Personal Information
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4. Use and Disclosure of Non-Personal Information
5. Use of Tracking Technologies
6. Your Rights
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We strive to be transparent about how we handle your information. If you have any questions about how we collect and use your personal information, please contact us at [geneoapp@geneo-us.com](mailto:geneoapp@geneo-us.com). Please take the time to read and understand this Privacy Statement. By using the App or otherwise proceeding with your interaction with Geneo after having been referred to this Privacy Statement, you acknowledge that you understand and agree (where such agreement is requested or required under the applicable law) to the terms of this Privacy Statement.

California residents should review section 11 for important information regarding their rights under the "Shine the Light" law, and residents of the European Economic Area ("EEA") should refer to section 12 for additional disclosures.

### 1. COLLECTION OF PERSONAL INFORMATION

The personal information we collect directly from you may include:

- **Account information:** This is the information you provide when you register for the App. This includes your full name, contact details and login credentials required to authenticate your access to the App.



- Content. This includes posts, comments, images, videos, and other materials you share in community discussions, forums, and exchanges within the App.
- Activity and Engagement. This includes your participation in webinars, completion of learning materials, engagement with training resources, and general interaction patterns within the App.
- Online Identifiers. When you use the App, we collect your IP address, device ID, mobile device operating system, and other device-specific identifiers.
- Communications with Geneo. If you share information with us through forms, correspondence, chats or messages, any personal information that you choose to share or disclose may be collected and used by Geneo;
- Demographic Information. We may collect your age, gender, preferences, interests and favorites and other respective data;
- Social Media. If you follow or friend us on any social networking platforms, such as Twitter, Facebook, LinkedIn, and Instagram, both Geneo and/or the social media platform may collect personal information about you, including your username, content you share or post on our social media pages, and, depending on your privacy settings, your contacts, followers, or friends on the social media platforms;
- Questionnaires and Assessments. If you fill in a questionnaire, participate in a course or training and/or take a test, we collect data on your participation, answers, and scores;

Under the California Consumer Privacy Act (CCPA), the App has collected personal information in the following categories during the last 12 months: identifiers, personal information described in applicable statutes (such as contact details), internet or electronic network activity, professional or employment-related information, and inferences drawn from personal information.

#### Third-party Websites

The App may contain links or references to other websites outside of our control. Please be aware that this Statement does not apply to these websites. We encourage you to read the privacy statements and terms and conditions of linked or referenced websites you enter. These third-party websites may send their own cookies and other tracking devices to you, log your IP address, and otherwise collect data regarding your use of the App or solicit personal information. Geneo does not control and is not responsible for what third parties do in connection with their websites, or how they handle your personal information. Please exercise caution and consult the privacy policies posted on each third-party website for further information.

#### Sensitive Personal Information

Certain privacy laws categorize specific types of personal information as sensitive and subject them to additional protections. For clarity, sensitive personal information includes: government identifiers, financial account details with access credentials, precise geolocation, message contents, genetic and biometric data, health information, information about sex life or sexual orientation, citizenship or immigration status, and information about racial/ethnic origin, religious/philosophical beliefs, or union membership.

We do not, as a rule, collect sensitive personal information unless provided directly by you or in a way otherwise specifically disclosed to you prior to collection. Collection of sensitive personal information may occur, for example, if you voluntarily share such information when posting on the App.

## 2. USE OF PERSONAL INFORMATION

Geneo uses personal information for, among other things, the following purposes:

- Services and support. To operate our App, to interact with you and provide or procure responses for comments, questions and requests posted by you on the App or otherwise made, and to authenticate your identity;
- Security. To protect our materials and content, and the security of our networks and systems, as well as the security and integrity of any information you might provide us;
- Marketing. To efficiently market and sell our products and services, including by categorizing and classifying Users in order to personalize our services and advertising to, and interaction with, such persons;
- Promotions. To inform you of, and offer to you, products or services available from Geneo, including through e-mail messages;
- Surveys. We may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered;
- Analytics and improvements. To improve, calibrate and customize our products and services;
- Correspondence. To efficiently manage our business correspondents;
- in general, to efficiently, effectively and securely manage and protect our business, assets and facilities;
- Other business purposes. To otherwise fulfil legitimate business purposes (e.g., in relation to a sale of all or part of our business);
- Compliance. To comply with any legal or regulatory obligations to which we are subject (including compliance with any request from regulatory authorities or other relevant public authorities (see “Regulatory Requirements and Law Enforcement” below));
- Legal process. To establish, exercise, or defend our legal rights or for the purpose of legal proceedings;
- Detecting fraud and protecting our rights. To prevent and detect crime or acts of dishonesty, malpractice, or other improper or unauthorized conduct;
- General business and operational support. If we sell any of our business or assets, we may disclose your personal information to the prospective buyer for due diligence purposes; and

Use of sensitive personal information:

We will only process your sensitive personal information if permitted by law and only if one of the following conditions is met:

- you have given explicit consent in writing to the processing of the data (and, for that purpose, if such data is provided by you through the App, then your submission of the respective form, comment or post in the App will constitute “explicit consent” in writing);
- the processing is necessary to protect your health, safety or other vital interests in an emergency (or that of another person) where you are physically or legally incapable of giving consent;
- the data in question has been made public by you;

- the processing is necessary for the purpose of, or in connection with, any actual or prospective legal proceedings, for the purpose of obtaining legal advice or otherwise for the purposes of establishing, exercising or defending legal rights subject to applicable local legislation or where courts are acting in their judicial capacity;
- the processing is necessary for reasons of substantial public interest on the basis of local law which is proportionate to the aim pursued and which contains appropriate safeguarding measures; or
- the processing is necessary for prevention or detection of crime or acts of dishonesty, malpractice or other improper or unauthorized conduct;

In each case, we will meet any legal requirements and enforce any applicable duties of confidentiality vigorously.

### 3. DISCLOSURE OF PERSONAL INFORMATION

**Corporate Affiliates.** Geneo does not sell, rent, or lease personal information to third parties. We may share your personal information among the corporate affiliates within our group of companies for the purposes described above. Geneo will take steps to ensure that the personal information is accessed only by employees of such companies that have a need to do so for the purposes described in this Statement.

**Suppliers and Service Providers.** In addition, Geneo may share data with suppliers and service providers outside Geneo corporate group for some or all of the purposes described above, including without limitation to help us advertise and market our products and services, perform statistical analysis, surveys, campaigns, send email, provide customer support, host databases, provide contact platforms, provide project management tools, process payments, supply goods or services that you can purchase through the use of the Geneo Services, or arrange for deliveries and provide financial and legal advice and services.

**Business Partners.** We may also share data with our business partners in the relevant territories, to be controlled and used by them in connection with their own business, including for marketing purposes (electronically or otherwise), it being clarified that, once lawfully transferred to them, they will be responsible for the lawful processing of such data, and the processing of such data by them shall be subject to their own privacy notices and policies.

### 4. USE AND DISCLOSURE OF NON-PERSONAL INFORMATION

Geneo will not treat as confidential any information that you provide that is not personally identifiable, such as questions, comments, ideas, or suggestions. You should be aware that Geneo will be free to disclose through any means and use for any purpose such information in its sole discretion. By providing such information to Geneo, you understand and agree that no relationship has been created between Geneo and yourself, and Geneo has no obligation to you whatsoever regarding such information. Where such communications are personally identifiable, they will be treated in accordance with Section 2 above.

### 5. USE OF TRACKING TECHNOLOGIES

General

The App uses tracking technologies similar to cookies to collect information about your usage and provide a seamless experience. These technologies may include device identifiers, Software Development Kits (SDKs), or local storage on your device. These tools allow the App to function properly, remember your preferences, and provide insights to us or third parties about your interaction with the App. Unlike cookies used on websites, tracking technologies in Apps are stored directly on your device and are not managed through your browser settings.

#### Purposes

The primary purposes of tracking technologies in the App include:

**Enhancing User Experience:** These technologies help personalize your experience and save time by remembering your preferences, such as login details, settings, or preferences for specific app features. For example, if you register with the App, tracking technologies help us remember your registration details so you can easily access your account on subsequent visits.

**App Performance and Analytics:** Tracking technologies help us understand how Users interact with the App. This includes collecting and analyzing data about app performance, user behaviors, and usage trends. This information allows us to improve functionality, address issues, and create content or features that better meet user needs.

**Marketing and Advertising:** These technologies enable us (or third parties) to deliver relevant content and advertisements based on your app usage and interactions. They also help us measure the effectiveness of our marketing campaigns and advertisements.

#### Managing Your Preferences

Depending on your device and operating system, you may have the option to control tracking technologies through your device settings. For example, you can manage permissions for data sharing, reset your advertising ID, or disable tracking altogether. Please note that some features of the app may not function properly if tracking technologies are disabled.

## 6. YOUR RIGHTS

This section explains how we handle personal information and outlines your rights regarding your personal information. Depending on your location, these rights may vary based on applicable privacy laws. Below, we describe key rights you may have and how you can exercise them.

Subject to certain exceptions, you may have the right to make the following requests regarding your personal information:

#### Request to Delete

You may request the deletion of personal information that we have collected about you, subject to certain exceptions where we are required or permitted to retain the information.

#### Request to Know

You may request details about how we handle your personal information, including:

- The categories of personal information we collect;
- The sources of the personal information;
- The purposes for collecting and using the information;
- The categories of third parties with whom we share personal information;

The categories of personal information disclosed for business purposes; and  
The categories of personal information sold or shared and the recipients of such information (if applicable).

You may make this type of request up to twice within a 12-month period.

#### Request to Correct

You may request that we correct inaccuracies in your personal information.

#### Right to Opt-Out of Sales or Sharing

If we "sell" or "share" your personal information for purposes such as targeted advertising, you may have the right to opt out. While we do not sell your personal information in exchange for monetary compensation, we may share certain information (such as device identifiers or internet activity) with third-party advertising networks to improve our advertising campaigns.

You can opt out of the sharing or sale of personal information through an opt-out preference signal (such as the "global privacy control" signal).

We do not sell or share sensitive personal information, nor do we sell or share any personal information about individuals under the age of 18.

#### Opting Out of Marketing

If you no longer wish to receive marketing communications from us, you may opt out at any time by following the instructions in our emails or contacting us directly. Please note that opting out of marketing communications does not affect any transactional or service-related communications we may need to send you.

#### Right to Non-Discrimination

We will not discriminate against you for exercising your rights regarding your personal information. This means we will not deny you goods or services, charge you different prices or rates, or provide a different level or quality of goods or services because you choose to exercise your rights. In certain cases, we may offer incentives related to the collection, use, or deletion of your personal information, provided such incentives are fair, transparent, and comply with applicable requirements.

#### Right to Limit the Use of Sensitive Information

We do not use or disclose sensitive personal information in ways that would require us to provide you with the right to limit its use.

#### How to Submit Requests

You may exercise these rights by contacting us at [geneoapp@geneo-us.com](mailto:geneoapp@geneo-us.com) or by calling 877-586-3647 (toll-free). You can also send your request in writing to Geneo, 2807 Villa Way Newport Beach, CA 92663 United States.

To process your request, we may ask for additional information to verify your identity. We will respond to verified requests within the timeframes required by applicable laws.

## 7. SECURITY OF YOUR PERSONAL INFORMATION

We have implemented safeguards that are intended to protect the personal information we collect from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. Please be aware that despite our efforts, no data security measures can guarantee security.

## 8. REGULATORY REQUIREMENTS AND LAW ENFORCEMENT

Geneo may be required, by court order or as otherwise required by law, to divulge personal information to law enforcement authorities, the courts, or regulatory authorities. Geneo will cooperate in responding to such requests, in accordance with the regulatory or legal process, and will take appropriate measures to ensure that the requester understands the personal nature of any information they receive.

If you contact us regarding your experience with using any of our products, we may use the information you provide in submitting reports to the U.S. FDA and/or similar regulatory bodies in other jurisdictions, and as otherwise required of us by law or governmental audit. You understand that in order to comply with the law, Geneo may not be permitted to comply with your request to amend or remove personal information that was provided to Geneo by a healthcare professional or a consumer regarding an adverse event or reaction involving medicine, medical products or medical devices.

## 9. CHILDREN'S PERSONAL INFORMATION

Geneo is committed to the privacy of children. We do not intend to collect or use personal information from children under 18 years old. If a child has provided us with personal information, the parent or guardian of that child may contact us at [geneoapp@geneo-us.com](mailto:geneoapp@geneo-us.com).

## 10. RETENTION OF PERSONAL INFORMATION

How long we hold your personal information will vary. The retention period will be determined by various criteria including:

- the purpose for which we are using it – we will need to keep the data for as long as is necessary for that purpose; and
- legal obligations – laws or regulation may set a minimum period for which we have to keep your personal information.
- advisability of retention taking into account our legal considerations (such as statutes of limitations, litigation or regulatory investigations).

## 11. IMPORTANT ADDITIONAL INFORMATION FOR CALIFORNIA RESIDENTS

California Privacy Rights under California's Shine-the-Light Law

Under California's "Shine the Light" law (Cal. Civ. Code § 1798.83), California residents who provide us certain personal information are entitled to request and obtain from us, free of charge, information about the personal information (if any) we have shared with third parties for their own direct marketing use. Such requests may be made once per calendar year for information about any relevant third party sharing in the prior calendar year. California residents who would like to make such a request may submit a request in writing to us at either [geneoapp@geneo-us.com](mailto:geneoapp@geneo-us.com) or at 2807 Villa Way Newport Beach, CA 92663 United States. The request should attest to the fact that the requester is a California resident and provide a current California address.

## 12. IMPORTANT ADDITIONAL INFORMATION FOR EEA RESIDENTS

The personal information that we collect from you may be transferred to, and stored at, a destination outside the country in which you reside. It may also be processed by staff operating outside of that country who work for Geneo, professional advisors or banks.

Where we transfer your personal information to another country, we will ensure that any transfer of your personal information is compliant with data protection law.

You can obtain more details of the protection given to your personal information when it is transferred outside of the EEA by contacting us in accordance with the “Contacting us” section below.

EEA residents have a number of additional legal rights in relation to the personal information that we process about you. These rights include:

- the right to withdraw your consent to our processing of your personal information at any time. Please note, however, that we may still be entitled to process your personal information if we have another legitimate reason (other than consent) for doing so;
- in some circumstances, the right to receive some personal information in a structured, commonly used and machine-readable format and/or request that we transmit those data to a third party where this is technically feasible. Please note that this right only applies to personal information which you have provided to us;
- the right to request that we restrict our processing of your personal information in certain circumstances. Again, there may be circumstances where you ask us to restrict our processing of your personal information but we are legally entitled to refuse that request; and
- the right to lodge a complaint with the data protection regulator (details of which are provided below) if you think that any of your rights have been infringed by us.

You can exercise your rights by contacting us using the details set out in the “Contact Information” section below.

You can find out more information about your rights by contacting the data protection regulator in your jurisdiction, or by searching their website. A list of National Data Protection Authorities in Europe can be found here. If you are unsure about which is the correct regulator, please feel free to contact us as provided above for assistance.

We note that, where possible, we rely on a lawful basis other than your consent, for the processing by us of your personal data (e.g., under GDPR Article 6). We also note that, where your consent has been granted to the processing by us of your personal data, we may choose not to rely on such consent where such other lawful basis applies and such consent is not otherwise lawfully required.

### **13. CONTACT INFORMATION**

Geneo welcomes your comments and questions regarding this Privacy Statement. If you would like further information on the collection, use, disclosure, transfer or purposes of processing of your personal information or the exercise of any of the rights listed above, please address questions, comments and requests to [geneoapp@geneo-us.com](mailto:geneoapp@geneo-us.com).

Version 1

## **GENEO UNITED, LLC Minimum Advertised Price (MAP) Policy**

Policy Effective Date: February 1, 2025

This is the GENE0 UNITED Minimum Advertised Price Policy for Providers selling Geneo Glo2Facial to consumers in the U.S. retail marketplace. Interpretation of the MAP Policy, including any determination of whether a given communication or price display conforms with the MAP Policy, is at the sole and unilateral discretion of GENE0 UNITED, and GENE0 UNITED will neither negotiate, nor agree, with Providers about the MAP policy, or about MAP policy violations.

Under NO circumstances will GENE0 UNITED and a Provider customer agree on what will be the specific retail price. Pricing decisions are the decision of the Provider and the Provider alone.

Definition of Advertised Price: An Advertised Price is the final price communicated to the consumer, net of all account offers, rewards, coupons, discounts, or other price reduction mechanisms mentioned in the advertisement in question. An Advertised Price may be communicated through any medium, including without limitation (a) traditional media (e.g., paper circulars, newspapers and other periodicals; radio; television; direct mail; catalogs; broadcast faxes; and out-bound electronic or phone solicitations) and (b) digital media (e.g., price displays on websites, whether the website is owned by Provider or by a third party; podcast/other auditory digital media; online video; digital push communications; all Web site content and banner advertising content, whether visible or not; all content on third-party sites such as social media sites, blogs, bulletin boards, portals, or news sites; broadcast e-mails; paid links; key word advertising; all methods of search engine optimization, including meta-tags; and auction sites where a minimum bid is communicated), and (c) any other proactive attempt by Provider to communicate with a customer or prospective customer.

For purposes of this MAP Policy, any communication in any medium that includes a price quotation or references a price quotation such as "special pricing," "click for price," or "see price in cart" will be considered an Advertised Price.

In addition, the following types of promotional efforts may be considered prohibited Advertised Price activities under the MAP Policy:

- a. price matching
- b. loyalty card discounts that net down price
- c. "bundle" sales - in which multiple products are sold at a single, combined price

Advertised Price will not include shipping/handling fees (or waiver thereof).

Policy Duration: Minimum Advertised Price becomes effective upon the publication of MAP prices. Although MAP prices are identified by the month and year in which they are published, MAP prices continue in effect until revoked or superseded by GENE0 UNITED. MAP prices may be changed or revoked at any time, at GENE0 UNITED's option, upon notice to Providers.



Minimum Advertised Prices: The attached Schedule A sets forth the products subject to this MAP Policy and the Minimum Advertised Price for each. Products not listed on Schedule A are not subject to the GENE0 UNITED MAP Policy.

MAP Violation Penalties: Advertising below the published MAP set forth in the then-current Schedule A may result in a penalty escalation per violation, at the discretion of GENE0 UNITED. GENE0 UNITED may take actions up to and including the following examples; however, nothing in this policy shall obligate GENE0 UNITED to take, or not to take, any particular action against a Provider violating the MAP policy.

- 1st violation - Reduction of promotional funding, rebates, and other commercial incentives by up to 50%
- 2nd violation - Reduction of promotional funding, rebates, and other commercial incentives by up to 100%
- 3rd violation - Stop shipment for up to 365 days, for any or all SKUs covered by this MAP Policy, regardless of the product (or products) that was the subject of the violative advertising
- At any time - Termination of GENE0 UNITED's relationship with a Provider.

Authorized MAP Communications: GENE0 UNITED employees do not generally have the authority to modify this policy, grant exceptions or discuss this policy or violations with distributors or resellers. Management and execution of MAP Policy violations is the sole responsibility of the GENE0 UNITED Executive Team. Questions regarding MAP can be sent to [Support@Geneo-US.com](mailto:Support@Geneo-US.com).

GENEO UNITED  
GENEO GLO2FACIAL  
Minimum Advertised Price (MAP) Policy

SCHEDULE A  
Minimum Advertised Prices

PRODUCT DESCRIPTION	MINIMUM ADVERTISED PRICE
Geneo Glo2Facial Lite 3-Modality Glo2Facial Treatment (Oxfoilation, Ultrasound, Detox Massage)	\$250
Geneo Glo2Facial Essential 4-Modality Glo2Facial Treatment (RF Pro, Oxfoilation, Ultrasound, Detox Massage)	\$350
Geneo Glo2Facial Premium 4-Modality Glo2Facial Treatment (RF Pro, Oxfoilation, Ultrasound, Detox Massage) with Provider-Selected Add-Ons (LED Therapy, Deluxe	\$450