

#### INFORMATION COLLECTION AND USE

We collect several different types of information for various purposes to provide and improve our Service to you. The following are types of data collected

**Personal Data:** While using our Service, we may ask you to provide us with Personal Data. Such Personal Data may include, but is not limited to:

Email address

First name and last name

Phone number

Address, State, Province, ZIP/Postal code, City

Cookies and Usage Data

**Usage Data:** We may also collect Usage Data. This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

**Tracking Cookies Data**: We use cookies and similar tracking technologies to track the activity on our Service and we hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service. Examples of Cookies we use:

Preference Cookies. We use Preference Cookies to remember your preferences and various settings.

Security Cookies. We use Security Cookies for security purposes.

# USE OF DATA

JGW INTERNATIONAL uses the collected data for various purposes:



To provide and maintain our services

- To notify you about changes to our services
- To allow you to participate in interactive features of our services when you choose to do so
- To provide customer support
- To monitor the usage of our Service
- To detect, prevent and address technical issues

#### **RETENTION OF DATA**

JGW INTERNATIONAL will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies.

JGW INTERNATIONAL will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer periods.

#### TRANSFER OF DATA

Your information, including Personal Data, may be transferred to—and maintained on computers located outside of your state, province, country, or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

JGW INTERNATIONAL will take all the steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

#### **DISCLOSURE OF DATA**



Disclosure for Law Enforcement: Under certain circumstances, JGW INTERNATIONAL may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

**Legal Requirements:** JGW INTERNATIONAL may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of JGW INTERNATIONAL
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

### SECURITY OF DATA

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

OUR POLICY ON "DO NOT TRACK" SIGNALS UNDER THE CALIFORNIA ONLINE PROTECTION ACT (CalOPPA)

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

### **GENERAL DATA PROTECTION REGULATION (GDPR)**

Legal Basis for Processing Personal Data Under the GDPR or Other Similar Laws: If you are from the European Economic Area (EEA), JGW INTERNATIONAL' legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific context in which we collect it.

JGW INTERNATIONAL may process your Personal Data because we need to perform a contract with you, you have given us permission to do so, the processing is in our legitimate interests and it is not overridden by your rights, and/or to comply with the law.



## YOUR DATA PROTECTION RIGHTS UNDER THE GDPR

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. JGW INTERNATIONAL aims to take reasonable steps to allow you to correct, amend, delete or limit the use of your Personal Data.

If you wish to be informed about what Personal Data we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the following data protection rights:

The right to access, update or delete the information we have on you. Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.

The right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete.

The right to object. You have the right to object to our processing of your Personal Data.

The right of restriction. You have the right to request that we restrict the processing of your personal information.

The right to data portability. You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.

The right to withdraw consent. You also have the right to withdraw your consent at any time where JGW INTERNATIONAL, Inc. relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests. You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

### SERVICE PROVIDERS

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), provide the Service on our behalf, perform Service-related services or assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.



**Analytics**: We may use third-party Service Providers to monitor and analyze the use of our Service.

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the JGW International of its own advertising network. You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity. For more information on the privacy practices of Google, please visit the Google Privacy Terms webpage.

## LINKS TO OTHER SITES

Our Service may contain links to other sites that are not operated by us. If you click a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

# CHILDREN'S PRIVACY

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

# CHANGES TO THIS PRIVACY POLICY

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.



### MISCELLANEOUS

Any and all claims or disputes relating to or arising from your use of this Site or the information, content, products, services, or materials on the Site or otherwise provided by JGW INTERNATIONAL through your use of the Site, or the interpretation and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Virginia, as it applies to a contract executed, delivered and performed solely in Virginia, and without regard to any conflict of law provisions.

Any action or proceeding seeking to enforce any provision of, or based on any right arising out

of, this Agreement shall be brought against either of the parties only in the courts of the Commonwealth of Virginia, located in the county of Fairfax or, and you and JGW INTERNATIONAL hereby consent to the exclusive jurisdiction and venue of such courts (and of the appropriate appellate courts) in any such action or proceeding and irrevocably waive any objection to such jurisdiction and venue.

Process in any action or proceeding referred to in the preceding sentence may be served anywhere in the world. Your use of the Site does not subject us to any judicial process or to the jurisdiction or venue of any courts or tribunals other than those identified above, including without limitation, those in your jurisdiction or location.

This Agreement and any sale or account terms, all of which are incorporated herein (and are available for review), constitute the entire agreement between you and us regarding your use of this Site and the materials, services, and products provided to you by JGW INTERNATIONAL through your use of the Site. The failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.