

## **Intiva Token, Inc. Privacy Policy**

*Last Updated February 12, 2020*

### **We Respect the Privacy of Visitors to [token.intivahealth.com](https://token.intivahealth.com).**

Your (hereinafter “you,” “your,” or “User”) privacy is important to us at Intiva Token, Inc. (hereinafter “Intiva Token, Inc.,” “the Company,” “our,” “we,” or “us”). We have developed this Privacy Policy to clearly and transparently communicate what information we collect, as well as how we collect, use, share, store, and protect that information.

*BY VISITING, ACCESSING, OR USING INTIVA TOKEN, INC.’S WEBSITE (TOKEN.INTIVAHEALTH.COM), AND THE ASSOCIATED SERVICES, FEATURES, AND CONTENT (HEREINAFTER “THE SERVICES”) YOU SIGNIFY YOUR ACCEPTANCE OF THIS PRIVACY POLICY AND CONSENT TO THE DATA POLICIES AND PRACTICES PRESCRIBED THEREIN.*

The Company proactively encourages each of its Users to engage in privacy best practices. The Company does its best to ensure that everyone that is part of its ecosystem is aware of those practices and has received concrete guidance and/or training concerning implementation. However, this Privacy Policy does not apply to the practices of companies that Intiva Token, Inc. does not own or control, including any third-party products or services that are integrated with the Services, or to individuals that the Company does not employ or manage.

Capitalized terms that are not defined in this Privacy Policy have the meaning given to them in our Terms of Service. The Company may periodically post changes to this Privacy Policy. It is the User’s responsibility to review this Privacy Policy frequently and the Company encourages the User to visit this page often.

Please note, the Company is not selling NTVAs to U.S. Persons, as defined in Rule 902 of the Securities Act, and the Intiva Token Sale will not be offered to purchasers located in, under the control of, or a citizen or resident of the United States. The Intiva Token Sale is exclusively available to Non-U.S. Persons. Additionally, the Company is offering Intiva Token, Inc. Class B Common Shares (“Company Shares”) through two separate Securities Offerings. Specifically, the Company will offer Company Shares pursuant to Rule 506(c) of Regulation D of the Securities Act (“Rule 506(c) Share Offering”), which is limited to Accredited Investors. Additionally, the Company will conduct a separate offering under Regulation CF of the Securities Act Section 4(a)(6) (“Regulation CF Offering”), which non-accredited investors may participate in.

The following are the Company’s promises to each User:

(1) **Notice.** When Intiva Token, Inc. collects your personal information, we give you timely and appropriate notice describing what personal information we are collecting, how we will use it and the types of third parties with whom we may share it. This notice is located in this policy.

(2) **Choice.** Intiva Token, Inc. will give you choices about the ways we use and share your personal information, and we will respect the choices you make.

(3) **Relevance.** Intiva Token, Inc. will collect only as much personal information as is required to meet the specific, identified purposes of the Services it is effectuating, and we will not use it for other purposes without obtaining your consent.

(4) **Retention.** Intiva Token, Inc. will keep your personal information only as long as we need it for the purposes for which we collect it, or as permitted by law.

(5) **Accuracy.** Intiva Token, Inc. will take appropriate steps to make sure your personal information in our records is accurate, as much as is within the power of Intiva Token, Inc.

(6) **Access.** Intiva Token, Inc. will provide ways for you to access your personal information as quickly as possible upon request, as required by law, so you can correct inaccuracies. Please use the address below to request access to your information.

(7) **Security.** Intiva Token, Inc. will take appropriate physical, technical and organizational measures to protect your personal information from loss, misuse, unauthorized access or disclosure, alteration, and destruction. Intiva Token, Inc. uses the highest industry standards with respect to storage of data and the security of its system.

(8) **Sharing.** Except as described herein, Intiva Token, Inc. will not share your personal information with third parties without your consent.

(9) **International Transfer.** If Intiva Token, Inc. is used to transfer your personal information to another country, Intiva Token, Inc. will take appropriate measures to protect your privacy and the personal information transferred.

(10) **Enforcement.** Intiva Token, Inc. will regularly review how we are meeting these privacy promises, and we provide an independent way to resolve complaints about our privacy practices (see immediately below).

To access your information, ask questions about our privacy practices, or issue a complaint, contact us at [team@intivatoken.com](mailto:team@intivatoken.com). To learn more about our Privacy Policy for the Services, please read below.

## **A. TYPES OF INFORMATION WE COLLECT AND HOW WE COLLECT INFORMATION**

### **1. Your Identifiable Information.**

Through this Website and the associated Services, we may collect information that can identify you (“Identifiable Information”) when it is voluntarily submitted to us. You may submit information, such as your email address, through the Website when you request the White Paper. You can also submit information through the Website by filling out a web form, creating an Account, submitting documentation, effectuating a Transaction, purchasing NTVAs during the

Intiva Token Sale, which is exclusively limited to non-U.S. Persons, purchasing Company Shares during the 506(c) Share Offering or Regulation CF Offering, or taking some other explicit action.

When you create an Account, you are creating an Account with Intiva Token, Inc. The data collection process will be automated via a secure software platform, and stored in a designated server or an encrypted database compliant to applicable data privacy standards. Your Identifiable Information is initially collected by Intiva Token, Inc., and then made available to IDM Global, Inc. (“IdentityMind”), or our other third-party service provider Applicature, Inc. (“Applicature”). This Privacy Policy applies to all means of information submission.

Your Identifiable Information includes, but is not limited to:

- Your first and last name;
- Email address;
- Telephone number;
- Date of birth;
- Gender;
- Current address or principal place of business;
- Identification number, including, but not limited to, social security number, tax identification number, or passport;
- Government-issued identification document evidencing your nationality or residence and bearing a photograph, such as a passport, driver’s license, or identification card, or if you are an entity, other government-issued documents proving the existence of a legal entity, such as certified articles of incorporation, government-issued business license, a partnership agreement, or trust agreement;
- Ethereum wallet address for receipt of NTVAs;
- Banking details, such as account numbers, routing numbers, the name of the bank, and the bank’s address; and
- Other similar information

By providing your email address and other personal information, you consent to receiving other communications related to the Company and the Services. If your Country of Residence is not a Restricted Location, as defined in the Company’s Terms of Service, you will be allowed to create an Account on the Website.

The information you provide will be verified using third-party verification providers, including, but not limited to IdentityMind. Please review IdentityMind’s Privacy Policy available at <https://identitymindglobal.com/privacy-policy/> to learn about how IdentityMind collects, stores, and protects your information.

### **Compatible Wallet**

Upon creating an Account, the Company may also provide you with a link to download a compatible Wallet in order to receive NTVAs. The Company will not store or have access to your Wallet.

## 2. Usage Information.

The Company may also collect certain types of usage information when you visit our Website, such as information about your device and its software, including, but not limited to the User's:

- IP Address;
- Browser Type;
- Internet service provider;
- Platform type;
- Device identifier;
- Device type and manufacturer;
- Operating system;
- Browser settings;
- Language preference;
- Browser version;
- Location information;
- Other device settings;
- Previous webpage visited;
- Length of visit and usage;
- Navigate of Website;
- Number of clicks;
- Frequency of clicks and visits;
- Date and time stamps of activity on the Website; and
- Any other technological usage information.

To collect such information, we may use a third-party provider, including, but not limited to Google Analytics. Additionally, when you use the Services, the Company may collect information about your Transaction and/or other activities on our Website for fraud prevention purposes, to monitor for possible breaches of the User's Account, and to identify any malicious software or other activity that may harm the Company, our third-party providers, or other Users. The number of Company Shares or NTVAs you purchase will be collected. Data about your use of our Website or Services, from which personal information has been removed, may also be collected.

We or our third-party partners may also use cookies, web beacons, or other technologies to collect and store other information about your visit to, or use of the Services, including, but not limited to, your duration or specific links you click on. We may later associate the usage and other information we collect online with personal information about you.

Further, any information a User discloses to the Company, or a third-party provider may be collected. However, the Company does not have access to your password. If you encounter a crash or error while using our Services, a crash report may be generated that includes, technical usage, and if you are logged in, your Account information so that we can diagnose and potentially prevent the problem in the future. Third-party tools are used to collect this information.

We or our third-party providers may ask your permission before collecting certain information,

such as precise geo-location information.

### **3. Accredited Investor Information.**

To participate in the 506(c) Share Offering the User must be a U.S. Person and must be verified as an Accredited Investor. For the United States Accredited Investor verification process, a User's Identifiable Information may also include income-based information, net worth-based information, or information from a third-party representative. If the User is an Accredited Investor based on income, then the User's Identifiable Information will also include:

- The User's W-2 Form, Form 1099, Schedule K-1, or Filed Form 1040; and
- A written representation from the User that he or she has a reasonable expectation of reaching the income level in the current year.

If the User is an Accredited Investor based on net worth, then the User's Identifiable Information will also include:

- Bank statements;
- Brokerage statements; and
- Other statements of securities holdings, certificates of deposit and/or tax assessments and appraisal reports issued by third parties in order to verify assets.

However, if the User is an Accredited Investor based on third-party representation, then the User's Identifiable Information will also include:

- Written confirmation from a broker-dealer, a registered investment advisor, a licensed attorney or a CPA that such person has taken reasonable steps to verify that the User is an accredited investor within the prior three (3) months and determined that such User is an accredited investor.

Additionally, any other relevant documents that a User provides to prove Accredited Investor status will be included in the User's Identifiable Information. It is the User's responsibility to understand and comply with any and all laws, rules, and regulations of his/her/its specific jurisdiction that may be applicable to the User's use of the Services or the Website.

### **4. Non-Identifiable Information.**

Other non-identifiable information may also be automatically collected in connection with your visit to this Website ("Non-Identifiable Information").

## **B. HOW WE USE COOKIES**

The Company, or our service providers and other companies we work with, may deploy and use cookies, web beacons, local shared objects, and other tracking technologies to track your use of the Website and the Services, or for various other purposes, such as fraud prevention and monitoring, as well as advertising and marketing performance. These tools may detect

characteristics or settings of the specific device you use to access the Website or Services. Additionally, information such as the types of Services used and the number of Users the Website or Services receive daily may be collected. The servers automatically log information about your computer, but this information is not used to identify you personally.

Cookies are small amounts of data a website can send to a visitor's web browser. They function as your computer's identification card and enables the Company to improve your experience by securely maintaining your authenticated session and preferences. Cookies may also enable us or our service providers and other companies we work with to relate your use of the Services over time to customize your experience.

A web beacon embeds a small transparent gif image in a webpage or email, and is used to help recognize Users, identify when Users access the webpage or view the email, assess traffic patterns, and measure website engagement. Local shared objects may be stored on your hard drive using a media player or other software installed on your device. Local shared objects are similar to cookies in terms of their option, but may not be managed in your browser the same way and may not function as an identification card nor store any data on your device.

Most Internet browsers are set up to accept cookies automatically. You can set your browser to notify you when you receive a cookie, allowing you to decide whether or not to accept it. For some web pages requiring an authorization, cookies are not optional. Users choosing not to accept cookies or similar devices may not be able to access those webpages or the Services.

## **C. HOW WE USE THE INFORMATION WE COLLECT**

The primary purpose in collecting the information is to provide you with a secure and efficient experience. The information may be used for the following purposes:

- Allow Users to create and operate an Account;
- Verify a User's identity;
- Provide the Services;
- Process Transactions and send notices about your Transactions;
- Resolve disputes and troubleshoot problems;
- Prevent and investigate potentially prohibited or illegal activities, and/or violations of our posted Terms of Service;
- Generate statistics about how the Services are being used;
- Perform analytics concerning your use of the Services;
- Target advertising and communications;
- Deliver targeted marketing and promotional offers; and
- To meet any legal or regulatory requirements.

If you submit your email address through the Website that information may be used to send you information about the Company. We may also use data that we collect on an anonymous basis, such that it does not identify any individual customer, for various business purposes, where permissible under applicable laws and regulations. Such data is used to help us understand consumer trends, needs, interests, and preferences so we can improve our Services.

## **1. Interacting With You.**

Your Identifiable Information will be used to communicate with you, manage your Account, respond to requests or complaints you may submit, and for the sole purpose of your participation on the Website and use of the Services.

## **2. Making Our Website Better.**

From time to time, your Identifiable Information may be referenced to better understand your needs and how the Services can be improved or developed. Non-Identifiable Information may also be referenced to analyze the performance of, and make improvements to, the Website. Your Identifiable Information will not be sold to any third parties.

## **D. WHEN WE DISCLOSE YOUR INFORMATION TO OTHERS**

Except to the extent required by applicable law or governmental or judicial body, the Company will not disclose your Identifiable Information to any third-party other than to a regulator, our affiliates, a third-party service provider, a third-party verification provider, a partner, a vendor, an affiliated third-party, or representative to whom we are required to disclose such information in order for them to assist us in providing our Services to you.

To achieve the purposes described herein, the Company employs the services of individuals and companies, such as those described above, to perform tasks on our behalf. Our agents and those individuals and companies noted above, do not have any right to use your Identifiable Information we share with them beyond what we authorize or beyond what is necessary to assist us in providing the Services to you as described in this Privacy Policy. Any third-party which receives or has access to your Identifiable Information shall be required by us to protect such information.

Specifically, the Company employs third party providers, including, but not limited to, IdentityMind and Applicature, to collect all the information during the Account creation process and help provide the associated Services. The Company also employs the services of JN Projects, Inc. (“HelloSign”) to help execute agreements during the Transaction process. Additionally, your email address may be disclosed to third-party providers that perform marketing services on our behalf or on the behalf of our third-party providers. Third-party providers, including IdentityMind, may be used to perform Anti-Money Laundering (“AML”) checks and to perform verification procedures, also known as “Know Your Customer” (“KYC”) verification, in order to comply with KYC and AML Requirements.

Your Identifiable Information may be shared to comply with requests by law enforcement or governmental authorities, or where we have any other legal obligation to disclose the information sought. Your information may be disclosed or transferred as part of, or during negotiations of, a merger, consolidation, sale of our assets, as well as equity financing, acquisition, strategic alliance, or in any other situations where such information may be transferred as one of the business assets of the Company.

We may also release Identifiable Information when we believe in good faith that release is necessary to enforce or apply our conditions of use and other agreements, or protect the rights, property, or safety of the Company, our employees, our Users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

Due to the nature of the blockchain network, all transactions are publicly auditable. The data that is published in the blockchain network is defined by the specification of the consensus algorithm of that network and does not depend on management decisions of the Company or our third-party providers. However, the User's name or other Identifiable Information will not be publicly available.

Your information may also be shared or disclosed with your consent or under your direction to do so.

## **E. MARKETING AND PROMOTIONAL COMMUNICATION**

If you wish to receive targeted and relevant promotional communication, you can opt-in to receiving the Company's emails on the Website. Additionally, the email address collected during the Account creation process may be used to send marketing material relevant to the Services. If you wish to opt out of receiving the Company emails, please submit your request to [team@intivatoken.com](mailto:team@intivatoken.com).

## **F. HOW WE STORE AND PROTECT INFORMATION WE COLLECT**

The Company will take reasonable precautions, as well as physical, technical, and organizational measures in accordance with industry standards, as described herein, to protect your Identifiable Information from loss, misuse, unauthorized access, disclosure, alteration, or destruction. Information you provide is transmitted to and stored by IdentityMind and Applicature using industry-standard methods for each type of information, and will be shared with the Company.

The Services are maintained in the United States of America and all servers, which store your Identifiable Information, are secured and located in the United States of America. Computer safeguards, such as firewalls and data encryption are used to protect your information. We authorize access to your information only for those employees or agents who require it to fulfill their job responsibilities and these individuals are required to treat this information as confidential. However, the security of information on or transmitted via the Internet cannot be guaranteed. Unauthorized entry of use, hardware or software failures, and other factors may compromise the security of your Identifiable Information. All information you send to us electronically or through email is not secure. Any transmission is at your own risk as the transmission of information via the Internet is not completely secure. Users are solely responsible for protecting their passwords, limiting access to their computers, and signing out of the Account after their sessions.

Although the Company has Users from all over the world, by accessing the Services, the User consents to and authorizes the export of their Identifiable Information to the United States and its storage and use as specified in the Privacy Policy.



Your information will be retained for as long as your Account is active or is needed to provide you the Services, having regard to the purposes described in the Privacy Policy and the legal and regulatory requirements. The Accounts and Identifiable Information will be retained for, at least a period of five years after they are closed by Users or as necessary to comply with the legal obligations or to resolve disputes. The security measures in place will, from time to time, be reviewed in line with legal and technical developments.

## **G. LINKS TO OTHER WEBSITES**

On the Intiva Token, Inc. Website you have the option to access the Intiva Health Platform. If you choose to access the Intiva Health Platform and create an account on the Intiva Health Platform, this Privacy Policy does not apply to the information you provide. The privacy policy on the Intiva Health Platform website will apply to the information you provide to during that account registration. Therefore, we recommend that you read the Intiva Health Platform's privacy policy, in order to understand how they collect, store, and protect your information, which is available at <https://intivahealth.com>.

The Intiva Token, Inc. Website and Services may also contain links to other third-party websites not operated or controlled by the Company. This Privacy Policy only applies to the Intiva Token, Inc. Website and Services. The Company is not responsible for the content, accuracy, or opinions expressed in other websites. The Company is not responsible for the privacy policies and/or practices of third parties. Please note that when you use a link to go from the Intiva Token, Inc. Website to another website, our Privacy Policy is no longer in effect. The Company encourages you to review all policies, rules, terms, and regulations, including the privacy policy, of each website that you visit.

## **H. HOW TO ACCESS, UPDATE & DELETE YOUR INFORMATION**

The User has the right to review, correct, update, or amend the Identifiable Information where it is inaccurate, and the User may do so at any time by sending a request to the Company at [team@intivatoken.com](mailto:team@intivatoken.com). The User is also entitled to request the deletion or destruction of both the Account and Identifiable Information by sending a request [team@intivatoken.com](mailto:team@intivatoken.com). Additionally, you may request a copy of the information we have collected about you by contacting us with your full name and email address. Please send all requests to [team@intivatoken.com](mailto:team@intivatoken.com).

If you do not wish to have your Identifiable Information used or shared as described in this document, please discontinue the use of the Services or do not provide such information. While we strive to honor all reasonable requests, please be aware that we backup the data to prevent accidental or malicious destruction of your information. Information on backup servers may take some time to be completely deleted from the system. If you request that we remove you from our system and delete your Account, please note that you may still receive materials while your request is being processed.

If you request that your Account be deleted, we will keep your Account information for a period of time in order to deter fraud, by ensuring that persons who try to commit fraud will not be able to avoid detection simply by closing their Account and opening a new Account. However, if you

delete your Account, your Identifiable Information will not be used by the Company or our third-party providers for any further purposes, nor sold or shared with third parties, except as necessary to prevent fraud and assist law enforcement, as required by law, or in accordance with this Privacy Policy.

## **I. NOTICE CONCERNING CHILDREN'S INFORMATION**

The Company does not direct any of its business practices or system outputs directly or indirectly towards children. We do not target our Services towards children, nor do we knowingly collect information about children. We are committed to respecting the privacy of children online and ensuring that the Company is compliant with the Children's Online Privacy Protection Act (COPPA). If the Company learns that the information of a child under the age of thirteen (13) is stored within its system, the Company will promptly delete any information in that User's Account or any other information that the Company has. If you become aware that a child under the age of thirteen (13) has provided us with personal information, please notify us immediately at [team@intivatoken.com](mailto:team@intivatoken.com) and we will terminate the Account.

## **J. UPDATES TO THIS POLICY**

We reserve the right to change, modify, update, add, or remove portions of this Privacy Policy at any time. Any changes or updates will be effective immediately upon posting to this page. When we do update it, for your convenience, we will make the updated policy available on this page. If you opt out of receiving communications, you may not receive certain notifications, however, they will still govern your use of the Website and Services, and you are responsible for proactively checking for any changes. The Company encourages all Users to check this Privacy Policy frequently to stay up to date on any changes. You can determine if changes have been made by checking the effective date on the Privacy Policy. Continued use of the Website after the effective date of any change in this Privacy Policy will constitute acceptance of such changes and it will signify that you agree to abide by and be bound by the modified Privacy Policy.

## **K. CONTACT INTIVA TOKEN, INC.**

If you have questions, comments, or concerns regarding this Privacy Policy, please contact us at the following email address [team@intivatoken.com](mailto:team@intivatoken.com).

Please include the following information in your request:

- 1) Your Name;
- 2) Your contact information, including phone number, mailing address, and email address;  
and
- 3) The precise nature of your request, inquiry, or complaint.

Intiva Token, Inc. commits to resolve complaints about our collection or use of your personal information. Individuals with inquiries or complaints regarding our Privacy Policy should first

contact Intiva Token, Inc. at 1701 Directors Blvd., Suite 110, Austin, Texas 78744, or at [team@intivatoken.com](mailto:team@intivatoken.com).

## INTIVA TOKEN, INC.'S POLICY FOR DATA TRANSFER FROM THE EUROPEAN UNION

Some of our Users' use of the Intiva Token, Inc. Website may require a cross-border transfer of personal information. Intiva Token, Inc., is already committed to adhering to the principles of Notice, Choice, Accountability for Onward Transfer, Security, Data Integrity and Purpose Limitation, Access, and Recourse, Enforcement, and Liability in accordance with the requirements of the laws of the European Union.

### **A. Definitions**

"Personal Information" or "Information" means any information or set of information that (1) is transferred from the EU to another country; (2) is recorded in any form or medium; (3) is about, or pertains to a specific individual; and (4) that identifies, or can be used to identify, a specific individual.

"Sensitive Personal Information" means Personal Information that reveals race, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, or information that concerns health or sex life. In this privacy policy, all references to Personal Information include Sensitive Personal Information.

### **B. Principles**

**1. Notice.** Intiva Token, Inc. shall inform an individual of the purpose for which it collects and uses the Personal Information and the types of third parties to which Intiva Token, Inc. discloses or may disclose that Information. Intiva Token, Inc. shall provide the individual with the choice and means for limiting the use and disclosure of their Personal Information. Notice will be provided in clear and conspicuous language when individuals are first asked to provide Personal Information to Intiva Token, Inc., or as soon as practicable thereafter, and in any event before Intiva Token, Inc. uses or discloses the Information for a purpose other than for which it was originally collected. Such notice may be disseminated, for example, through the provision of this Privacy Policy.

The types of Personal Information that may be collected in order to provide Services to the Users include, but are not limited to, the first and last name, email address, date of birth, current address or principal place of business, passwords created at registration, and phone numbers.

We collect Personal Information for various purposes, which include, but are not limited to, your specific use of the Intiva Token, Inc. Website and Services.

**2. Choice.** Intiva Token, Inc. will offer individuals the opportunity to choose (opt in or out) of whether their Personal Information is (1) to be disclosed to a third-party, or (2) to be used for a purpose other than the purpose for which it was originally collected or subsequently authorized by the individual. We will comply with the requirements of the laws of the European Union with respect to disclosures of Sensitive Personal Information, including, when applicable, obtaining the explicit consent (i.e., opt in consent) of the individual prior to disclosing sensitive information to

a third-party or using Sensitive Personal Information for purposes other than those for which it was originally collected or subsequently authorized by the individual. Intiva Token, Inc. shall treat Sensitive Personal Information received from an individual the same as the individual would treat and identify it as Sensitive Personal Information.

Please contact Intiva Token, Inc. for further details.

**3. *Accountability for Onward Transfers to Third Parties.*** Intiva Token, Inc. is potentially liable in cases of onward transfers of Personal Information to third parties. Prior to disclosing Personal Information to a third-party, Intiva Token, Inc. shall notify the individual of such disclosure and allow the individual the choice (opt-out) of such disclosure. As stated above, prior to disclosing Sensitive Personal Information to a third-party, Intiva Token, Inc., in most instances, will obtain the individual's affirmative express (opt in) consent. Intiva Token, Inc. shall ensure that any third-party to which Personal Information may be disclosed subscribes to the Principles or are subject to law and/or agreements providing the same level of privacy protection as is required by the Principles, and agree in writing to provide an adequate level of privacy protection. We may transfer Personal Information to third-party agents, or service providers, who perform functions on our behalf. We enter into written agreements with those third-party agents and service providers requiring them to provide the same level of protection that the laws of the European Union require and limiting their use of the data to the specified services provided on our behalf.

At this time, we do not transfer Personal Information to unaffiliated third parties acting as data controllers. If we choose to begin transferring your Personal Information to such third parties, we will notify you by updating this Privacy Policy.

In some rare cases, it may be necessary to disclose Personal Information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

**4. *Data Security.*** Intiva Token, Inc. shall take reasonable steps to protect the Information from loss, misuse and unauthorized access, disclosure, alteration and destruction. Intiva Token, Inc. has put in place appropriate physical, electronic and managerial procedures to safeguard and secure the Information from loss, misuse, unauthorized access or disclosure, alteration or destruction. Intiva Token, Inc. has a continued commitment to create and maintain the most stringent controls needed to ensure the highest quality and security of Services provided to its Users. Intiva Token, Inc. cannot guarantee the security of Information on or transmitted via the Internet.

**5. *Data Integrity.*** Intiva Token, Inc. shall only process Personal Information in a way that is compatible with and relevant to the purposes for which it was collected or authorized by the individual. To the extent necessary for this purpose, Intiva Token, Inc. shall take reasonable steps to ensure that Personal Information is accurate, complete, current and reliable for its intended use.

**6. *Access.*** An individual has the right to obtain Intiva Token, Inc.'s confirmation as to whether we maintain Personal Information relating to you. Upon request, Intiva Token, Inc. shall allow an individual access to his or her Personal Information and allow the individual to correct, amend or delete inaccurate information. An individual's right to access Personal Information may be

restricted in exceptional circumstances, including, but not limited to, when the burden or expense of providing access would be disproportionate to the risks to the privacy of the individual in the case in question or where the rights of persons other than the individual may be violated. If Intiva Token, Inc. determines that an individual's access should be restricted in a particular instance, Intiva Token, Inc. will provide the individual with an explanation of the determination and respond to any inquiries the individual may have.

To request to access, correct, or amend Personal Information, an individual may contact Intiva Token, Inc. at the contact information provided below.

**7. *Recourse, Enforcement, and Liability.*** Intiva Token, Inc. uses a self-assessment approach to assure compliance with this privacy policy and periodically verifies that the policy is accurate, comprehensive for the information intended to be covered, prominently displayed, completely implemented and accessible and in conformity with the requirements of the laws of the European Union. We encourage interested persons to raise any concerns or complaints using the contact information provided below, and we will investigate and attempt to resolve any complaints and disputes regarding use and disclosure of Personal Information. If a complaint or dispute cannot be resolved through our internal process, we agree to dispute resolution using the European Data Protection Authorities (EU DPAs) as an independent recourse mechanism. Intiva Token, Inc. will cooperate with the DPAs in the investigation and resolution of complaints brought by you. Intiva Token, Inc. agrees to comply with any advice given by the DPAs where the DPAs take the view that the organization needs to take specific action.

### **C. Amendments**

This Privacy Policy may be amended from time to time consistent with the requirements of the laws of the European Union. Intiva Token, Inc. will provide notification of such changes through the <https://token.intivahealth.com> Website.

### **D. Inquiries and Complaints**

Intiva Token, Inc. commits to resolve complaints about our collection or use of your personal information. Individuals with inquiries or complaints regarding our Privacy Policy should first contact Intiva Token, Inc. at 1701 Directors Blvd., Suite 110, Austin, Texas 78744, or at [team@intivatoken.com](mailto:team@intivatoken.com).

### **E. Contact Information for Intiva Token, Inc.'s Privacy Compliance**

To request to access, modify, or delete Personal Information, inquire about this Privacy Policy, or file a privacy complaint, please send an email to [team@intivatoken.com](mailto:team@intivatoken.com).

Please include the following information in your request:

- 1) Your Name;
- 2) Your contact information, including phone number, mailing address, and email address;  
and

3) The precise nature of your request, inquiry, or complaint.

**F. General Amendments and Updates to this Privacy Policy**

This Privacy Policy may be amended from time to time consistent with applicable laws. Intiva Token, Inc. will provide notification of changes to this Privacy Policy through the <https://token.intivahealth.com> Website.