## TERMS OF USE

This privacy policy discloses the privacy practices for Pacific Best Inc. (<a href="www.pacificbestinc.com">www.pacificbestinc.com</a>). This privacy policy applies solely to information collected by this website as well as information collected over the phone. It will notify you of the following:

- What personally identifiable information is collected from you through the website and/or over the phone, how it is used, and with whom it may be shared.
- What choices are available to you regarding the use of your data.
- The security procedures in place to protect the misuse of your information.
- How you can correct any inaccuracies in the information.

## INFORMATION COLLECTION, USE, AND SHARING

We are the sole owners of the information collected on this site and over the phone. We only have access to/collect information that you voluntarily give us via email, phone, or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request (e.g., to process, ship, or deliver an order). Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

## SMS PRIVACY POLICY

- Data Collection and Use: We collect and use your mobile data solely for the purposes of confirming and updating you on open transactions and receiving and providing information regarding return requests.
- Data Sharing: We do not share your mobile data with third parties. Your information is kept strictly confidential and is only accessible by authorized personnel within our organization.
- Data Selling: We do not sell customer data, including mobile data, to any third parties. Your information is never disclosed for commercial purposes.
- Data Security: We employ robust security measures to protect your mobile data from unauthorized access, alteration, disclosure, or destruction. Our security protocols are regularly reviewed and updated to ensure your data remains secure.
- Opt-Out: You may opt out of receiving SMS communications from us at any time by contacting us via email, phone, or by replying 'STOP' to any SMS message received from us.

### YOUR ACCESS TO AND CONTROL OVER INFORMATION

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

## **SECURITY**

We take precautions to protect your information. When you submit sensitive information via the website or over the phone, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser or looking for "https" at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (e.g., billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

### **ORDERS**

We request information from you on our order form. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date, resale permit number when applicable). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

### COOKIES

We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site.

Some of our business partners may use cookies on our site (for example, advertisers). However, we have no access to or control over these cookies.

#### SHARING

We use an outside shipping company to ship orders and a credit card processing company to bill users for goods and services. These companies do not retain, share, store, or use personally identifiable information for any secondary purposes beyond filling your order. We partner with another party to provide specific services. When the user signs up for these services, we will share names or other contact information that is necessary for the third party to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services.

### **ACCEPTANCE OF TERMS**

By accessing, browsing, and/or using this site ("Site"), you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions and to comply with all applicable laws and regulations. If you do not agree to the Terms, do not use the Site.

#### **LICENSE**

As a user of this Site, you are granted a nonexclusive, nontransferable, revocable, limited license to access and use the Site and all content, information, and software provided on and through the Site ("Content") in accordance with these Terms and Conditions.

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## PROPRIETARY RIGHTS

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## **TRADEMARKS**

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## LINKING TO THE SITE

You may provide links only to the homepage of this Site, provided (a) you do not remove or obscure, by framing or otherwise, any portion of the homepage, (b) you do not alter, block, or otherwise prevent the display of any content of the Site, (c) you do not make, release, or disseminate any public statements, promotions, press releases, or announcements relating to Pacific Best Inc. without our prior written consent, (d) you give Pacific Best Inc. notice of such link by sending an email to corporate@pacificbestinc.com, and (e) you discontinue providing links to this Site if requested by Pacific Best Inc. If you wish to provide links to a section within the Site, you should forward your request to Pacific Best Inc. at corporate@pacificbestinc.com and Pacific Best Inc. will notify you if permission is granted, and if so the terms and conditions of the permission. By linking to this Site, you also represent that you will not disparage or make negative references to Pacific Best Inc. on your website.

### **REGISTRATION**

Certain sections of this Site may require you to register. If registration is requested, you agree to provide Pacific Best Inc. with accurate, complete registration information. It is your responsibility to inform Pacific Best Inc. of any changes to that information. Each registration is for a single person only, unless specifically designated otherwise on the registration page. Pacific Best Inc. does not permit (a) any other person using the registered sections under your name, or (b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use. If you believe there has been unauthorized use, you must notify Pacific Best Inc. immediately by emailing corporate@pacificbestinc.com.

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This Site contains links to and from third-party websites. These links are provided solely as a convenience to you and not as an endorsement by Pacific Best Inc. of the contents on such third-party websites. Pacific Best Inc. is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party websites.

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## LIMITATION OF LIABILITY

Under no circumstances, including, but not limited to, negligence, shall Pacific Best Inc., its content providers, or any third parties mentioned at this Site be liable for any direct, indirect, special, incidental, or consequential damages, including, but not limited to, loss

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## YOUR TRANSMISSIONS

You are prohibited from posting or transmitting to or from this Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law. If you post information, data, text, or other content on publicly accessible areas of the Site or provide Pacific Best Inc. with information, including but not limited to, feedback data, answers, questions, comments, suggestions, plans, ideas, or the like, such information or content shall be deemed to be non-confidential, and Pacific Best Inc. shall be free to use, reproduce, disclose, or distribute the information to others without restriction.

## REMEDIES FOR VIOLATIONS

Pacific Best Inc. reserves the right to seek all remedies available at law and in equity for violations of these Terms and Conditions, including but not limited to the right to block access from a particular Internet address to the Site and its Content.

### **GOVERNING LAW AND JURISDICTION**

These Terms and Conditions are governed by and construed in accordance with the laws of the State of California.

### SEVERABILITY OF PROVISIONS

These Terms and Conditions incorporate by reference any notices contained on the Site, the Privacy Practices, and the Copyright and Use Restrictions and constitute the entire agreement with respect to access to and use of the Site. If any provision of these Terms and Conditions is unlawful, void, or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

#### REVISIONS

Pacific Best Inc. may at any time revise these Terms and Conditions by updating the posting. By using this Site, you agree to be bound by any such revisions and should

therefore periodically visit this page to determine the then-current Terms and Conditions, Copyright and Use Restrictions, and Privacy Practices to which you are bound. If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at 1-888-350-8000 or via email at info@pacificbestinc.com.