

Good Feet Mobile Application Privacy Statement

This Good Feet Mobile Application Privacy Statement ("Statement") governs your use of the Good Feet software application (the "App"). The App is used by G.F. Oregon Inc., G.F. Idaho d/b/a Good Feet ("Good Feet," "us," "we," "our") to gather and store information about you that will be used to enhance your fitting and shopping experience. This Statement informs you about our collection, use, and disclosure practices pertaining to your information when you use the App and when we use the App to provide services to you. In this Statement, when we talk about your "use of the App, this includes our use of the App to input information that you provide to us.

IMPORTANT NOTICE: Please see the information in Section 6 below for an understanding regarding the parties with whom We may share your information, how they will use your information (including for direct marketing purposes), and how you may opt-out of our sharing of your information with these third parties.

1. Your Agreement to this Statement.

When you use the App, you signify that you have read, understand, and agree to the terms of this Statement; our collection, use, and dissemination of your Personal Information (defined below) as described in this Statement; and our storage of your Personal Information on servers located in the United States. If you do not agree to all provisions of this Statement, do not use our App. You agree this Statement is supported by reasonable and valuable consideration (which consideration includes your use of the App), and you acknowledge your receipt of and the sufficiency of the consideration.

2. Intended Users.

By using the App, you affirm that (a) you are at least eighteen (18) years old, or that you are between the ages of thirteen (13) and seventeen (17) and possess legal parental or guardian consent to use the App; and (b) that you are competent and capable of understanding, agreeing to, and complying with this Statement. The App is directed to people who are at least 13, and children under age 13 are prohibited from using the App. **If you are a parent or guardian and you provide information about your child, you consent to our use of your child's information as contemplated in this Statement.**

3. Changes.

We may update this Statement from time to time. We will post any changes to this Statement within the App. We will also notify you of any material change to this

Statement if we are required by law to do so. Any change to this Statement will apply to the information collected after the date on which we post the updated Statement.

4. Information Collected.

When you use the App, you will be asked to provide us with information that personally identifies you ("Personal Information"). **You are never under any obligation to provide us your Personal Information.** If you choose not to provide Personal Information, however, you may not be able to enjoy certain benefits of the App. **When you do provide Personal Information to us, you are authorizing us to use that Personal Information in accordance with the provisions of this Statement and to store the Personal Information on servers located in the United States.**

Personal Information includes the following categories of information: (a) You will be asked to provide your full name, mailing address, email address, telephone number, shoe size, birth month and day (but not birth year), and age range. If you choose to provide this information to us, it will be entered into the App and stored and used in accordance with this Statement; and (b) you will be asked to provide information related to the reason for your visit, such as how you learned about us, Whether you have been fitted before, what products you are currently using, what products you purchased or tested in the past, and your discomfort level. If you choose to provide this information to us, it will be entered into the App and stored and used in accordance with this Statement. You may not enter any information other than the information set forth above into the App.

5.1 Personal Information, Generally. When you give us your Personal Information, we will use it for the express purpose stated when we ask for such Personal Information; to enhance your fitting and shopping experience; to assist you during future visits to our store; to contact you regarding the App or your visit, and/or to provide required notices.

5.2 Use of Personal Information for Marketing Purposes. We may use your name, mailing address, and/or email address to contact you for marketing purposes. For example, we may send you information regarding promotions or events or new products or services that may be of interest to you. At any time, you may request that we stop contacting you for marketing purposes by sending an email with your request to: clientcareadvocate@goodfeetnw.com.

If we send you marketing emails, we will provide you with an unsubscribe mechanism to opt-out of receiving future marketing emails. If you request that we not contact you for

marketing purposes (either by using the unsubscribe mechanism or by sending us an email), we reserve the right to contact you for non-marketing purposes, such as to provide required notices or respond to your inquiries. Please see important information below regarding our parent company, Good Feet Worldwide LLC. Dba The Good Feet Store, with whom we share your Personal Information for its direct marketing purposes. And please note that if you request that we not contact you for marketing purposes (either by using the unsubscribe mechanism or by sending us an email), you will still also have to separately request of our parent company that it stop sending you marketing communications in order to stop receipt of the same. Similarly, if you request of our parent company that it stop sending you marketing communications, you will continue to receive marketing communications from us unless you request of us that we stop sending you such communications.

5.3 Other Uses of Personal Information.

We may use your Personal Information to customize and tailor your experience using the App and shopping in our stores, and to analyze purchase history and trends and demographic data (including analyzing your data aggregated with our other customers' data). We also use Personal Information as described elsewhere in this Statement.

6. Information Shared with Third Parties.

Except as expressly provided below, we will not share your Personal Information with any third parties. We may provide your Personal Information to third parties as follows:

6.1 We may give your Personal Information to third-party service providers who assist us by performing services related to our operation of the App (such as hosting, data storage, and security) and performing certain marketing on our behalf. These third-party service providers are not authorized to use your Personal Information in any way other than as described in this Statement and are required to keep your Personal Information confidential.

6.2 UNLESS PROHIBITED BY LAW, WE MAY SHARE YOUR PERSONAL INFORMATION WITH OUR PARENT COMPANY, THE GOOD FEET STORE, SO THAT IT MAY SEND YOU MARKETING COMMUNICATIONS PROMOTING ITS PRODUCTS AND SERVICES. However, at any time, you may contact us to request that we not share your Personal Information with our parent company for its direct marketing purposes.

6.3 Good Feet, our parent company, and/or our third-party service providers may disclose your Personal Information if they believe in good faith that disclosure is

necessary to protect their rights or property, to protect the rights or property of others, to protect your safety or the safety of others, to defend against legal claims, to take action regarding illegal activities or suspected fraud, or to comply with a law, rule, regulation, subpoena, court order, search warrant, or similar legal process.

6.4 Good Feet, our parent company, and/or our third-party service providers may transfer your Personal Information to another entity if they are involved in a merger, acquisition, reorganization, restructuring, or other sale or transfer of all or any portion of their assets or business. Unless you consent otherwise, your Personal Information will remain subject to the terms of this Statement, even after the transfer. However, any Personal Information you provide after the transfer will likely be subject to a new privacy statement, and you should review that statement.

Controlling Your Information; Opt-Out Rights.

7.1 Stop Marketing Communications. See Section 5.2 above regarding how to unsubscribe from future marketing communications from us.

7.2 Review and Modification of Personal Information; Deleting Personal Information. You can review or modify the Personal Information you have provided to us by contacting us at clientcareadvocate@goodfeetnw.com. If you would like us to delete some or all of your Personal Information from our databases, you must contact us at clientcareadvocate@goodfeetnw.com. Upon receipt of your request to delete your Personal Information from our databases, we will use commercially-reasonable efforts to remove your Personal Information from our databases; however, it may be impossible to remove residual Personal Information (see more information about this in Section 8), in which case we will retain your Personal information in accordance with our policy described in Section 8. Please note that all features and benefits of the App may not function properly or be available to you if we remove any or all of your Personal Information from our databases.

8. Retention and Storage.

We may retain all Personal Information in our databases until you contact us and ask that we remove such information, unless applicable law requires otherwise. Please note that even after you ask us to remove your Personal Information from our databases, it may be impossible to remove some Personal Information, such as information tracked in our web server log files and information that may reside in backup files. Further, we may retain Personal Information to comply with applicable laws, rules, and regulations; to prevent

fraudulent activity; to protect ourselves against liability and to pursue available legal remedies; to resolve disputes; and to enforce our contractual or other rights.

9. Personal Information Stored in the United States.

You understand and agree that Personal Information collected through the App will be stored in the United States. The App is operated from the United States and is not intended to (and shall not be deemed to) subject Good Feet or our parent company to non-U.S. jurisdiction or laws.

10. Contact Us. If you have questions regarding this Statement, you can contact us at clientcareadvocate@goodfeetnw.com, by mail at 16505 SW 72nd Ave, Portland, OR 97224 or give us a call at (503) 431-2420.

11. Legal Disclaimer. We cannot guarantee that your Personal Information will never be compromised. No Internet or wireless network transmission is ever 100% secure, and no security system can prevent all security breaches. Further, while we employ reasonable measures to protect your Personal Information, we do not and cannot guarantee that there will be no unintended disclosures or losses of your Personal Information or that unauthorized third parties will not defeat our security measures or use non-public information for improper purposes. If we become aware that your Personal Information has been disclosed or used in a manner not in accordance with this Statement, we will use reasonable efforts to notify you of the nature and extent of the disclosure as soon as reasonably possible and as permitted by law.

12. Unenforceability. If any part of this Statement is determined to be invalid or unenforceable, pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision, and the remainder of this Statement shall continue in full force and effect.

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