



**Effective Date: June 1, 2023**

## **General**

Portable Solar LLC, doing business as Sol-Ark ("Sol-Ark"), is committed to protecting your privacy. This Privacy Policy explains how Sol-Ark uses personal information collected about you, how you can instruct Sol-Ark if you prefer to limit the use of that information and the procedures that Sol-Ark has developed to safeguard your privacy. This Privacy Policy discusses the personal information that may be obtained from, or about, you when (i) you access Sol-Ark websites or mobile applications (including My Solark), (ii) you, or third parties acting on your behalf, interact with Sol-Ark to obtain or purchase products or seek information from Sol-Ark or (iii) information about you is otherwise available from public and other permissible sources. There may be additional terms and conditions affecting your privacy, and the use of information about or related to you, included in contracts or agreements to which you or your employer become subject or under which you provide or receive services or products, in supplemental privacy notices and in other communications provided prior to or at the time of any data collection. To obtain or use certain Sol-Ark products and services, you may have to provide information about yourself or your employer and you may need to agree to additional privacy and privacy-related obligations. In the case of any conflicts, the specific privacy provisions and notices included in any separate contracts or agreements, or express terms of use, shall prevail, and supersede, the applicable provisions of this Privacy Policy that are in conflict.

## **Information Obtained by Sol-Ark**

Sol-Ark receives, uses and may store personal information about you. Personal information generally means and includes any information relating to an identified or identifiable individual (and includes "Personal Information" within the meaning of the California Consumer Privacy Act). Much of the information you provide Sol-Ark is obtained when you request Sol-Ark literature, product information or product support, register any products for warranty or other purposes, fill out a questionnaire or customer survey, participate in on-line discussions, interact through Sol-Ark social media platforms or otherwise seek information about Sol-Ark and its products through social media and communications platforms that capture personal information. Sol-Ark may also receive information about you through "cookies," web beacons and other technologies used on Sol-Ark websites and mobile applications. In addition, personal information may come from third party sources and when otherwise permitted by applicable laws, including when you have authorized someone to act on your behalf, from public databases,



through third party services that you use to interact with Sol-Ark and on occasions when your personal information is collected at an industry or other event that you attend. Types of personal information that Sol-Ark obtains may include: your name; physical address; mobile or landline phone numbers; e-mail addresses and other contact information; login data (e.g. username, account number, password); geographic location; Linked-in profile and similar social media biographical data; the name of your employer, your title and position with your employer; your employer's email and related contact and address information; web pages you view; links you click; your device's IP address; performance and usage data about your use of Sol-Ark products and services; data you provide to receive technical assistance or during customer service interactions; and market or demographic data about your employer and you. Sol-Ark typically uses that information, which Sol-Ark may combine with other information about you that it receives from multiple sources, to respond to your requests and provide you with materials and information about Sol-Ark and its products, to notify you of products being shipped to you, to customize your interactions with Sol-Ark, to improve Sol-Ark's product offerings, to allow you to participate in contests, to undertake and manage marketing and related programs related to Sol-Ark product offerings, and generally to communicate with you about Sol-Ark business. It is your choice whether or not to provide Sol-Ark with any information. If you decide not to provide Sol-Ark with information, you may not receive all the materials and information that you were seeking and you may not be able to take advantage of offers and other features that Sol-Ark makes generally available to its customers and potential customers.

If you submit technical information to Sol-Ark, such as designs, ideas or data through any Sol-Ark websites or mobile applications, your submission (unless otherwise expressly covered by another, independent legal agreement with Sol-Ark) will not be considered or treated by Sol-Ark as confidential or proprietary. When providing any submissions, you will be deemed to have granted Sol-Ark a nonexclusive, royalty-free, perpetual, irrevocable, sublicensable right to disseminate, display, use, modify, copy, adapt, and translate any of those submissions for any purpose whatsoever, whether commercial or noncommercial, throughout the world in any media. You will also be deemed to have: (i) represented and warranted in making a submission that you own or control all rights to your submission; and (ii) agreed to indemnify Sol-Ark for all claims resulting from or related to Sol-Ark's use or retention of any of your submissions.

### **Managing the Information Sol-Ark Has Obtained**

You can always choose not to give Sol-Ark information about yourself. If you want to add or update your information or preferences, you may seek to modify the information that Sol-Ark



retains about you by contacting Sol-Ark. When you request that Sol-Ark update your information, Sol-Ark may keep a copy of your earlier information for its records. In some cases, even if you choose not to receive electronic communications from Sol-Ark, other terms and conditions (including, for example, those related to website usage, to Sol-Ark's Standard Terms and Conditions of Sale or to the provision of Sol-Ark samples or use of mobile applications or online services) may separately apply to, and govern, your receipt of communications or information from Sol-Ark and the use and management by Sol-Ark of information you deliver under those separate terms and conditions.

Your browser will generally allow you to specify the types of "cookies" that you permit or deny on your computer or other devices. Other software applications may also allow you to view websites anonymously, although that may affect the utility of Sol-Ark services and features.

### **Sharing Information**

Sol-Ark does not sell personal information to third parties, although personal information may be shared with Sol-Ark agents, suppliers, vendors, sales representatives, sales distributors, resellers and other third party service providers with which Sol-Ark conducts its business. Sol-Ark uses other companies and service providers to provide services and perform tasks related to Sol-Ark's business and to enable Sol-Ark to design, manufacture, maintain, test, service and sell its products and services around the world, including the use of third parties to host mobile applications and to process, store or manage information obtained through My Solark, other Sol-Ark related mobile applications or services related to the operation, performance and maintenance of Sol-Ark products. These third party services and tasks may include, among many others, the manufacture, sale and distribution of Sol-Ark products, the packaging and delivery of Sol-Ark products and supplies, the marketing of Sol-Ark products, the storage, testing and servicing of Sol-Ark products and supplies, the processing of payments, the support of Sol-Ark customers, the management of financial transactions, the implementation of import and export control programs and the delivery of various commercial services in support of Sol-Ark's business. While Sol-Ark may share information with other companies and service providers to enable them to perform their jobs, they may not use that information for purposes unrelated to their Sol-Ark tasks unless you have otherwise given them separate permission to do so. Sol-Ark may also use information to enhance and improve the development, delivery, use and performance of Sol-Ark products and services. As part of those efforts, Sol-Ark may share your information with Sol-Ark affiliates and subsidiaries, which could include affiliates and subsidiaries in non-U.S. jurisdictions (including Europe and Asia).



Sol-Ark is not responsible for the privacy practices of third parties to whom your information may be transferred. In addition, Sol-Ark has the right to disclose information: (i) as part of a contemplated or actual corporate transaction such as a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of Sol-Ark's business, assets or stock; (ii) for purposes of collaborating with partners to conduct research and development regarding the use and improvement of Sol-Ark products and services; (iii) in connection with the establishment, exercise or defense of legal claims; (iv) to comply with laws or to respond to lawful requests or legal process; (v) for fraud or security monitoring purposes (e.g., to detect and prevent cyberattacks); (vi) to protect the rights of Sol-Ark and its employees; and (vii) as otherwise permitted by applicable law. If you do not wish Sol-Ark to share your information as described in this Privacy Policy, you may opt out by not supplying information to Sol-Ark.

### **Law and Jurisdiction**

Your visit to Sol-Ark websites and mobile applications, and any disputes over privacy or other matters related to those visits, is subject to this Sol-Ark Privacy Policy and to any other terms of use that may apply in connection with those visits and uses. Those terms may include limits on liability, damages waivers, consent to jurisdiction in, and the application of the laws of, the State of Texas and other terms and conditions that affect your legal rights. You should carefully read any terms and conditions that apply when you visit or use any Sol-Ark websites or mobile applications, or any other terms and conditions to which you may be separately subject if you purchase products or engage in commercial activities with Sol-Ark.

### **Changes to the Privacy Policy**

Sol-Ark may change this Privacy Policy without notice from time to time. Any ongoing or continued use of, or interaction with, Sol-Ark products, services, websites or mobile applications, or continued communications with Sol-Ark, will reflect your agreement to those changes and any new Privacy Policy that Sol-Ark publishes.

### **Consent**

By submitting any personal information to Sol-Ark, you consent to the receipt, use and storage of that personal information in the manner, and subject to the conditions, described in this Privacy Policy and as may otherwise be set forth in any other contracts, agreements or other terms of use between you and Sol-Ark.



## **Children**

Sol-Ark does not knowingly collect personal information about children. If you believe that Sol-Ark may have collected personal information from someone under the age of thirteen (13), or under the applicable age of consent in your country, without parental consent, please let Sol-Ark know using the methods described in the “Contact Us” section below and Sol-Ark will take appropriate measures to investigate and address the issue.

## **Links To Other Websites and Applications**

Sol-Ark’s website and mobile applications may contain links to third party websites and applications. Any access to and use of linked websites and applications will cause you to leave Sol-Ark controlled and managed properties. Third party websites and applications are not governed by this Privacy Policy, but are governed by their own privacy policies and terms of use. Sol-Ark does not control or manage those third party websites and applications and is not responsible, and assumes no liability, for the content of those websites or applications, for any malware, viruses or other disruptive or ineffectual software associated with, or related to, any of those websites or applications or for the use or misuse of any personal information by any of those websites or applications. If you decide to access any third party websites or applications linked to Sol-Ark, you do so entirely at your own risk, without any recourse to Sol-Ark.

## **Securing and Retaining Personal Information**

Sol-Ark has implemented administrative, technical, physical, electronic, and managerial procedures to safeguard and secure your personal information. When personal information is processed by third party service providers on Sol-Ark’s behalf, Sol-Ark requires those providers to comply with applicable data protection laws and industry practices. Sol-Ark expects to retain your personal information for the period necessary to fulfill the purposes set forth in this Privacy Policy, any supplemental notices or the terms of any separate agreements or contracts between you and Sol-Ark, unless a longer retention period is required by law.

## **California Privacy Rights**

California law permits established customers who are California residents to request information regarding the manner in which certain personal information is shared with third parties. California law provides that you have the right to submit a request to Sol-Ark at its designated address and receive the following information:



- The categories of information personal information disclosed to third parties for the third parties' direct marketing purposes during the preceding calendar year;
- The names and addresses of third parties that received such information; and
- If the nature of a third party's business cannot be reasonably determined from the third party's name, examples of the products or services marketed.

You are entitled to receive a copy of this information up to one request per calendar year in a standardized format and the information will not be specific to you individually. Sol-Ark's designated email address for such requests is the one set forth under "Contact Us." Sol-Ark reserves the right not to respond to requests submitted to addresses other than the addresses specified in this Privacy Policy. In your request, you must represent and confirm the fact that you are a California resident and provide a current California address for your response. You should allow up to thirty (30) days for a response.

#### **Contact Us**

If you have any concern about Sol-Ark's treatment of your personal information, please send an e-mail captioned "Use of Personal Information" to Sol-Ark at [Sales@Sol-Ark.com](mailto:Sales@Sol-Ark.com) or contact us by telephone at the following number: (972) 575-8875 extension 3.