

TDARX / NOCDOC Privacy Policy

Effective as of May 31, 2020, TDARX, Inc., (“TDARX”) and its subsidiaries, (collectively, the “NOCDOC” or “we” or “us” or “our”) have updated our Privacy Policy (“Policy”).

1. Introduction

This Policy details our commitment to protecting the privacy of individuals who visit our Websites (“Website Visitors”), who register to use our Services, who attend or register to attend sponsored events or other events at which NOCDOC participates (“Attendees”) or who generally provide personal information. For the purposes of this Policy, the term, “Websites”, shall refer to www.TDARX.com and www.NOCDOC.com as well as the other websites that NOCDOC operates and that link to this Policy.

We are a private company, established in the U.S.A., registered at 4000 Brownsboro Road, Winston Salem, NC 27106, United States with the contact email address CustomerCare@nocdoc.com and for the purposes of the General Data Protection Regulation (“**GDPR**”) we are the data processor.

2. Scope of This Policy

In this Policy, personal information means information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity.

Our Websites may contain links to other websites and the information practices and the content of such other websites are governed by the privacy statements of such other websites. We encourage you to review the privacy statements of any such other websites to understand their information practices.

With the exception of Account Information (as defined below) and other information we collect in connection with your registration or authentication into our Services (as defined below), this Policy does not apply to our security and privacy practices in connection with your access to and use of the products and services which we market for subscription on our Websites (our “Services”). These security and privacy practices, including how we protect, collect, and use electronic data, text, messages, communications or other materials submitted to and stored within the Services by You (“Service Data”), are detailed in and governed by our Master Subscription Agreement, or such other applicable agreement between you and any member of NOCDOC relating to your access to and use of such Services (“Service Agreement”).

Subscribers to our Services are solely responsible for establishing policies for and ensuring compliance with all applicable laws and regulations, as well as any and all privacy policies, agreements or other obligations, relating to the collection of personal information in connection with the use of our Services by individuals with whom our Subscribers interact. If you are an individual who interacts with a Subscriber using our Services, then you will be directed to contact our Customer Care team for assistance with any requests or questions relating to your personal information.

We collect information under the direction of our Subscribers, and have no direct relationship with individuals whose personal information we process in connection with the use of our Services. If you

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are an individual who interacts with a Subscriber using our Services (such as a customer of one of our Subscribers) and would no longer like to be contacted by one of our Subscribers that use our Services, please contact the Subscriber that you interact with directly.

We may transfer personal information to companies that help us provide our Services. Transfers to subsequent third parties for these purposes are governed by the Service Agreements with our Subscribers.

3. Information That You Provide to Us

Account and Registration Information:

We ask for and collect personal information about you such as your name, address, phone number, email address, instant messaging ID, as well as certain related information like your company name and website name, when you register for an account to access or utilize one or more of our Services (an “Account”). We also ask for and collect personal information such as an email address and a name or alias from any individual that you authorize to log into and utilize our Services in connection with Your Account.

If you sign-up for an account, you are not required to enter your credit card information unless or provide financial information for billing and until you decide to continue with a paid subscription to our Services. A third-party intermediary is used to manage credit card processing. This intermediary is not permitted to store, retain, or use your billing information for any purpose except for credit card processing on our behalf.

We refer to any information described above as “Account Information” for the purposes of this Policy. By voluntarily providing us with Account Information, you represent that you are the owner of such personal data or are otherwise authorized to provide it to us.

Other Submissions:

We ask for and collect personal information from you when you submit web forms on our Websites or as you use interactive features of the Websites, including, participation in surveys, contests, promotions, sweepstakes, requesting customer support, or communicating with us.

Attendee Information:

We ask for and collect personal information such as your name, address, phone number and email address when you register for or attend a sponsored event or other events at which any member of NOCDOC participates.

4. Information That We Collect from You on our Websites

We will inform you when we need information that personally identifies you (personal information) or allows us to contact you or provide you with the Services. Generally, this information is requested when you register for our Services or when you fill out our contact form on our Websites, or when you sign up for information (e.g. our newsletter).

Cookies and Other Tracking Technologies:

We use cookies and other technologies on our Public Site and as part of the Services for user session management and to provide a better user experience, including customization of content display. A

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cookie is text data that a website transfers to the individual's browser from a web server that is stored on the individual's computer hard drive. Cookies cannot be used by themselves to identify individuals. We and our authorized partners use cookies and other information gathering technologies for a variety of purposes on our Websites and as part of the Services for user session management and to provide a better user experience, including customization of content display. A cookie is text data that a website transfers to the individual's browser from a web server that is stored on the individual's computer hard drive. Cookies cannot be used by themselves to identify individuals. These technologies may provide us with personal information, information about devices and networks you utilize to access our Websites, and other information regarding your interactions with our Websites.

Web beacons, tags and scripts may be used on our Websites or in email or other electronic communications we send to you. These assist us in delivering cookies, counting visits to our Websites, understanding usage and campaign effectiveness and determining whether an email has been opened and acted upon. We may receive reports based on the use of these technologies by our third-party service providers on an individual and aggregated basis.

Logs:

As is true with most websites and services delivered over the Internet, we gather certain information and store it in log files when you interact with our Websites and Services. This information includes internet protocol (IP) addresses as well as browser type, internet service provider, URLs of referring/exit pages, operating system, date/time stamp, information you search for, locale and language preferences, identification numbers associated with your devices, your mobile carrier, and system configuration information. Occasionally, we connect personal information to information gathered in our log files as necessary to improve our Websites and Services. In such a case, we would treat the combined information in accordance with this Policy.

Tracking Technologies:

We use various methods and technologies to store or collect information (“**Tracking Technologies**”). A few of the Tracking Technologies used with the Services, include, without limitation, cookies, web beacons, embedded scripts, entity tags, UTM codes (i.e. a code that you can attach to a custom URL in order to track a source, medium, and campaign name), and recognition technologies that make assumptions about users and devices. We use Tracking Technologies for a variety of purposes, including:

- **Strictly Necessary.** We use Tracking Technologies that we consider are strictly necessary to allow you to use and access our Services, including cookies required to prevent fraudulent activity, improve security or allow our clients and customers to make use of Services functionality.
- **Performance Related.** We use Tracking Technologies that are useful in order to assess the performance of the Services, including as part of our analytic practices or otherwise to improve the content, ads, products or services offered through the Services.
- **Functionality Related.** We use Tracking Technologies that are required to offer you enhanced functionality when accessing the Service, including identifying you when you use our Service or keeping track of your specified preferences.

- **Targeting Related.** We use Tracking Technologies to deliver content, which may include ads, including those promoted by our customers, that we deem relevant to your interests on our Service and third-party services based on how you interact with our advertisements and/or content. This includes using Tracking Technologies to understand the usefulness to you of the content and ads that have been delivered to you.
- **Analytics.** We use third party analytics tools, including but not limited to Google Analytics that help us understand how users engage with our Services. Like many services, these analytic tools use first-party cookies to track user interactions, as in our case, where they are used to collect information about how users use our Service. This information is, among other reasons, used to compile reports and to help us improve our Service. In most instances the reports disclose website trends without identifying individual visitors. You can opt out of being subjected to any of our analytic tools without affecting how you visit our Service – for more information on opting out of being tracked by Google Analytics across all websites you use, visit this Google page: <https://tools.google.com/dlpage/gaoptout>. Further, third-parties may use Tracking Technologies in connection with our Services, which may include the collection of information about your online activities over time and across third-party websites or online services as well as across your Devices. We do not control those Tracking Technologies and we are not responsible for them. However, you accept that you will encounter third-party Tracking Technologies in connection with use of our Services and accept that our statements under this Policy do not apply to the Tracking Technologies or practices of such third-parties.

Location-Based Information. In connection with use of our Services we may use location-based services in order to verify your location and, if we deem appropriate, deliver relevant content and ads based on your location. We also share your location with third-parties (as set out below) as part of the location-based services we offer and for other commercial purposes. You can change the settings on your mobile device to prevent it from providing us with such information. This location data is collected in a form that personally identifies you and will be used by us, and our partners and licensees to provide and improve the Services or for other commercial purposes. You should consider the risks involved in disclosing your location information and adjust your mobile and browser settings accordingly.

Information Collected and Stored – Text Messages. After you sign up for our Services (subject to your consent where required by applicable law), we may send you text messages as part of a two-part authentication process. In addition, we may send you text messages that provide marketing, promotional, and/or other information. We, and our third-party service providers, use a variety of technologies that automatically (or passively) store or collect certain information whenever you we send you a text message. This information will be stored or accessed using a variety of technologies that will be downloaded to your mobile device whenever you receive a text message.

5. Information Collected from Other Sources

Social Media Widgets:

The Websites include social media features, such as the Facebook Like button, and widgets, such as the Share This button or interactive mini-programs that run on our Websites. These features may collect your Internet protocol address, which page you are visiting on the Websites, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on the Websites. Your interactions with these features are governed

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by the privacy statement of the companies that provide them.

Information from Third Party Services:

NOCDDOC utilizes the Zendesk ticketing system to interact with its clients and customers and follows their privacy policy and practices while using their systems. We may also obtain other information, including personal information, from third parties and combine that with information we collect through our Websites. For example, we may have access to certain information from a third party social media or authentication service if you log into our Services through such a service or otherwise provide us

with access to information from the service. Any access that we may have to such information from a third party social media or authentication service is in accordance with the authorization procedures determined by that service. By authorizing us to connect with a third-party service, you authorize us to access and store your name, email address(es), current city, profile picture URL, and other personal information that the third-party service makes available to us, and to use and disclose it in accordance with this Policy. You should check your privacy settings on these third-party services to understand and change the information sent to us through these services. For example, you can log in to the Services using sign-in services such as Facebook Connect or an Open ID provider, as further described below.

Single Sign-On:

You can log into certain Services using sign-in services such as Facebook Connect or an Open ID provider. These services will authenticate your identity, provide you with the option to share certain personal information (such as your name and email address) with us, and pre-populate our sign-up form. Services like Facebook Connect give you the option to post information about your activities in the Services to your profile page to share with others within your network.

6. How We Use Information That We Collect

General Uses:

We use the information we collect about you (including personal information, to the extent applicable) for a variety of purposes, including to (a) provide, operate, maintain, improve, and promote the Services; (b) enable you to access and use the Services; (c) process and complete transactions, and send you related information, including purchase confirmations and invoices; (d) send transactional messages, including responses to your comments, questions, and requests; provide customer service and support; and send you technical notices, updates, security alerts, and support and administrative messages; (e) send promotional communications, such as providing you with information about products and services, features, surveys, newsletters, offers, promotions, contests, and events; and provide other news or information about us and our partners. You can opt-out of receiving marketing communications from us by contacting us at customercare@NOCDDOC.com or following the unsubscribe instructions included in our marketing communications; (f) process and deliver contest or sweepstakes entries and rewards; (g) monitor and analyze trends, usage, and activities in connection with the Websites and Services and for marketing or advertising purposes; (h) investigate and prevent fraudulent transactions, unauthorized access to the Services, and other illegal activities; (i) personalize the Websites and Services, including by providing features or advertisements that match your interests and preferences; and (j) for other purposes for which we obtain your consent.

7. What We Do With Information You Share.

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(a) We will share all personal information obtained via the Service with third parties only in the ways that are described in this Policy. We share information under the following circumstances:

- Information held in the Services may be accessed by and shared in order for to manage any product offerings and services. We may also use your Information to deliver product information from third parties to you through our Services.
- We will use your information to provide the Services, and we may provide information to companies that assist us in providing Services, such as a hosting provider or a customer service provider. These companies are authorized to use your information only as necessary to provide these Services and to assist with supporting our users.
- We may share your information in response to subpoenas, court orders, and other legal processes or governmental requests, or to establish or exercise our legal rights or defend against legal claims.
- We may share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, protecting and defending the rights or property of Company, its Services and its users, violations of our Terms, or as otherwise required by law.
- In the event that we are acquired by or merged with another company, we may share information regarding our users with that company. We will notify you before information about you is transferred that becomes subject to a different privacy policy.

(b) Legitimate Interests. As it is in our legitimate interests to be responsive to you and to ensure the proper functioning of our Services and provide you with a user-friendly service, we will use your personal information, and/or usage information:

- to provide you with information such as to send you electronic correspondence or to provide you with promotional and marketing materials on behalf of us or third-parties, including to let you know about new products or services;
- manage risk, or to detect, prevent, and/or remediate fraud or other potentially prohibited or illegal activities;
- manage and protect our information technology infrastructure;
- to improve the Services, marketing endeavors or our Services offerings;
- to customize your experience on the Services or to serve you specific content or ads that we deem are relevant to you;
- to identify your Services related preferences so that you can be informed of new or additional opportunities, products, services and promotions;
- to improve the overall experience at the Services;
- to comply with our legal and regulatory obligations;
- for internal business purposes;

- for testimonials published on the Websites; and
- for purposes disclosed at the time you provide your information or as otherwise set forth in this Policy.

(c) **Referrals.** If you choose to use our referral service to tell a friend about our products and services, we will ask you for your friend’s name and email address. We will send your friend an email inviting him or her to visit the Websites and will store this information for the purpose of sending this initial email, tracking the success of our referral program and other marketing activities. Your referral may contact us at CustomerCare@nocdoc.com to request that we remove his/her information from our database.

(d) **Community Forums.** The Websites may offer publicly accessible blogs, community forums, comments sections, discussion forums, or other interactive features (“Interactive Areas”). You should be aware that any information that you post in an Interactive Area might be read, collected, and used by others who access it. To request removal of your personal information from an Interactive Area, contact us at CustomerCare@nocdoc.com. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

(e) **California Privacy Rights.** We may elect to share information about you with third-parties for those third-parties’ direct marketing purposes. California Civil Code § 1798.83 permits California residents who have supplied personal information (as defined in the law) to us to, under certain circumstances, request and obtain certain information regarding our disclosure, if any, of personal information to third-parties for their direct marketing purposes. If this law applies to you, you may obtain the categories of personal information shared by us and the names and addresses of all third-parties that received personal information for their direct marketing purposes from us during the immediately prior calendar year (e.g., requests made in 2021 will receive information about 2020 sharing activities). To make such a request, please provide sufficient information for us to determine if this applies to you, attest to the fact that you are a California resident and provide a current California address for our response. To make such a request (limit one request per year), please contact us at our Email Notice Address with “*California Privacy Rights*” as the subject line or mail us a letter to us at our Physical Notice Address. You must include your full name, email address, and postal address in your request.

(f) **Nevada Privacy Rights – “Do Not Sell My Personal Information”.** We may elect to share information about you with third-parties for those third-parties’ direct marketing purposes. Nevada Revised Statutes §§ 603A.300-.360 permits Nevada residents who have supplied personal information (as defined in the law) to us to, under certain circumstances, request and opt out of the sale of your personal information to third-parties for their direct marketing purposes. If this law applies to you, and you wish to make such a request, please provide sufficient information for us to determine if this applies to you, attest to the fact that you are a Nevada resident and provide a current Nevada address for our response. To make such a request, please contact us at our Email Notice Address with “Nevada Privacy Rights” as the subject line or mail us a letter at our Physical Notice Address. You must include your full name, email address, and postal address in your request.

(g) Upon request, we will grant you reasonable access to personal information that it holds about you and was collected through our Websites. We will take reasonable steps to permit individuals to correct, amend, or delete information about them that is shown to be inaccurate or incomplete.

8. International Transfer of Information Collected

We primarily store personal information about Website Visitors and Subscribers in Zendesk within the European Economic Area (the “EEA”), the United States and in other countries and territories. To facilitate our global operations, we may transfer and access such personal information from around the world, including from other countries in which Zendesk has operations.

If you are visiting our Websites from the EEA or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your personal information to the United States and other jurisdictions in which we operate. By providing your personal information, you consent to any transfer and processing in accordance with this Policy.

9. Onward Transfer of Information; Standard Contractual Clauses

Company will not disclose any personally identifiable information to a third party who is not a Company contractor or agent (“**Agent**”) except as outlined above. For third parties acting as an Agent, Company will ascertain that the third party is subject to GDPR, or has entered into an agreement with Company that is consistent with the applicable or required principles.

In the context of an onward transfer, Company has responsibility for the processing of personal information it receives under the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC pursuant to the European Commission Decision of 5 February 2010 (“**Standard Contractual Clauses**”) and subsequently transfers to an Agent on its behalf. Company shall remain liable under the such principles if its Agent processes such personal information in a manner inconsistent with such principles, unless Company proves that it is not responsible for the event giving rise to the damage.

To the extent Company has agreements in place with any affiliates or subprocessors, each who may have access to the personal data, such agreements shall incorporate the Standard Contractual Clauses.

10. Users Outside the United States

(a) **Transfer of Your Information.** Our Services are operated in the United States and intended for users located in the United States. While we do not expect to directly market our Services to users outside the United States in any material manner if you are located outside of the United States, please be aware that information we collect, including personal information, will be transferred to, and processed, stored and used in the United States in order to provide the Services to you. Where GDPR applies and our processors of your personal information are located outside the European Economic Area, such transfer will only be to a recipient country that ensures an adequate level of data protection, or with your explicit consent.

(b) **Additional Rights Provided to EU Individuals.**

- **Access and Portability:** You have the right to ask us to access the information we hold about you, including personal information, and be provided with certain information about how we use your such information and who we share it with. Where you have provided your personal information to us with your consent, you have the right to ask us for a copy of this data in a structured, machine readable format, and to ask us to share (port) this data to another data controller.

- **Right to deletion:** In certain circumstances, you have the right to ask us to delete personal information we hold about you:
 - where you believe that it is no longer necessary for us to hold your data including personal information;
 - where we are processing your personal information on the basis of legitimate interests and you object to such processing and we cannot demonstrate an overriding legitimate ground for the processing;
 - where you have provided your personal information to us with your consent and you wish to withdraw your consent and there is no other ground under which we can process your personal information; or
 - where you believe the personal information we hold about you is being unlawfully processed by us.

- **Restriction:** In certain circumstances, you have the right to ask us to restrict (stop any active) processing of your personal information:
 - where you believe the personal information we hold about you is inaccurate and while we verify accuracy;
 - where we want to erase your personal information as the processing is unlawful, but you want us to continue to store it;
 - where we no longer need your personal information for the purposes of our processing, but you require us to retain the data for the establishment, exercise or defense of legal claims; or
 - where you have objected to us processing your personal information based on our legitimate interests and we are considering your objection.

In addition, you can object to our processing of your Personal Information based on our legitimate interests and we will no longer process your Personal Information unless we can demonstrate an overriding legitimate ground.

To exercise any of these rights above, please contact us at our Email Notice Address.

Please note that these rights are limited, for example, where fulfilling your request would adversely affect other individuals, where there are overriding public interest reasons, or where we are required by law to retain your personal information.

You can withdraw your consent at any time by contacting us at our Email Notice Address.

- **Complaints:** In the event that you wish to make a complaint about how we process your Personal Information, please contact us in the first instance at our Email Notice Address and we will endeavor to deal with your request as soon as possible. This is without prejudice to your right to raise a complaint with a relevant supervisory authority.

11. Communications Preferences

We offer those who provide personal contact information a means to choose how we use the information provided. You may manage your receipt of marketing and non-transactional communications by clicking on the “unsubscribe” link located on the bottom of our marketing emails or you may send a request to CustomerCare@nocdoc.com.

12. Correcting, Updating and Removing Your Information

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Upon request, we will provide you with information about whether we hold, or process on behalf of a third party, any of your personal information. To request this information please contact us at CustomerCare@nocdoc.com. Subscribers to our Services may update or change their Account Information by editing their profile or organization record or by contacting onboarding@nocdoc.com for more detailed instructions. To make a request to have personal information maintained by us returned to you or removed, please email onboarding@nocdoc.com. Requests to access, change, or remove your information will be handled within 30 days.

An individual who seeks access to, or who seeks to correct, amend, or delete inaccuracies in personal information stored or processed by us on behalf of a Subscriber should direct his/her query to the Subscriber (the data controller). Upon receipt of a request from one of our Subscribers for us to remove the data, we will respond to their request within thirty (30) days. We will retain personal information that we store and process on behalf of our Subscribers for as long as needed to provide the Services to our Subscribers. We will retain and use this personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

The security of your personal information is important to us. We follow generally accepted standards to protect the personal information submitted to us, both during transmission and once it is received. If you have any questions about the security of your personal information, you can contact us at CustomerCare@nocdoc.com.

If you are a Subscriber or otherwise provide us with personal information in connection with your use of our Websites or Services, we will delete this information upon your request, provided that, notwithstanding such request, this information may be retained for as long as you maintain an account for our Services, or as needed to provide you with our Services, comply with our legal obligations, resolve disputes and enforce our agreements.

13. Children's Personal Information

We do not knowingly collect any personal information from children under the age of 13. If you are under the age of 13, please do not submit any personal information through our Websites or Services. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce this Policy by instructing their children never to provide personal information through the Websites or Services without their permission. If you have reason to believe that a child under the age of 13 has provided personal information to us through the Websites or Services, please contact us at CustomerCare@nocdoc.com, and we will use commercially reasonable efforts to delete that information.

14. Business Transactions

In the event that all or part of the company is acquired by or merged with a third party entity, we may transfer or assign the personally identifiable information held by Company as part of such merger,

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acquisition, or other change of control. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how personal information is treated, transferred, or used.

15. Dispute Resolution

Any questions or concerns regarding the use or disclosure of personal information should be directed to us pursuant to the contact information below. We will investigate and attempt to resolve complaints and disputes regarding use and disclosure of personal information in accordance with the principles contained in this Policy.

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any controversy or claim arising out of or relating to this Policy, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules. If settlement is not reached within sixty (60) days after service of a written demand for mediation, any unresolved controversy shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one or three. The place of arbitration shall be Winston Salem, North Carolina. The law of the state of North Carolina shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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16. Changes to This Policy

If there are any material changes to this Policy, you will be notified by our posting of a prominent notice on the Websites prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices. Your continued use of the Websites or the Services constitutes your agreement to be bound by such changes to this Policy. Your only remedy, if you do not accept the terms of this Policy, is to discontinue use of the Websites and the Services.

17. Contact Us

If you have questions regarding this Policy or about NOCDOC's privacy practices, please contact us by email at CustomerCare@nocdoc.com, or at:

TDARX, Inc.
Attn: Staale T. Swift
4000 Brownsboro Road
Winston Salem, NC 27106

18. English Version Controls

Non-English translations of this Policy are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and controls. Last update to this policy was made on May 31, 2020.

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