

## PRIVACY POLICY

Last updated: June 14, 2019

This Privacy Policy applies to <http://www.drinkcann.com> (the “Site”). The Site is the property of SOCALI Manufacturing, Inc (the “Company,” “Us” “Our” and/or “We”), and its affiliates, subsidiaries, parent company, and other related companies. This Privacy Policy (“Policy”) describes the information we gather from you when you use our Site (together, the “Services”), and how we use, process, and disclose that information. We reserve the right, in our sole and absolute discretion, to update our Policy. In the event our Policy has been updated, a notice will be posted on the site, please read the notices carefully. We may also post additional privacy statements for some portions of the Services. By submitting personal information through our Services, you expressly consent to the transfer of your personal data to our servers in the U.S. for our collection, use, and disclosure in accordance with this Policy. References to “you”, “your” and “User” refer to you, a user of our Site and/or Services.

Your privacy and the security of your personal data is enormously important to us. So, we want to transparently explain how and why we gather, store, share and use your personal data, as well as outline the controls and choices you have around when and how you choose to share your personal data.

**1. WHO THIS POLICY APPLIES TO AND WHAT IT COVERS.** This Policy applies to Users who use the Services. Our Services are not in any way intended for use by persons under the age of 21. Within our Services, there may be links to third-party websites or applications. We are not responsible for the content or privacy compliance of third party websites or applications.

**2. INFORMATION WE COLLECT FROM YOU THROUGH YOUR USE OF THE SITE.**

**2.1 Use of Our Service.** When you use our service, you affirmatively consent to Company’s Terms of Service and this Policy. You may provide us with additional information by filling in forms on the Site or by corresponding with us by phone, text, email, live chat, social media, or otherwise. When you write an E-mail to Us, we may collect the following information from you:

- Name;
- Contact information such as your address, email address and phone number;
- Birth date;
- Gender;
- Device information, such as information about your device, such as IP address, location or provider;
- Demographics information such as your location; and
- Any other information that you provide us

We automatically collect information about how you use our services, for example, pages you have viewed. We may also collect certain technical information about your device including your Internet protocol address, geo-location information, your browser type, language and identifying

information, your operating system and application version, device types, device model and manufacturer, device identifiers, and your device operating system type and version.

**2.2 Cookies and Tracking Technologies.** We may also use cookies, Web beacons, and URL information to gather information regarding the date and time of your visit and the information for which you searched and which you viewed. Cookies are small pieces of information that a website sends to your computer's hard drive while you are viewing a website. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which usually stay on your computer until you delete them) to provide you with a more personal and interactive experience on our Site. We may also use cookies for data analytics purposes. You have the option to reset your cookies setting by reviewing your cookies setting on your browser. Please note that if you delete or choose not to accept cookies from us, you may be missing out on certain features of our Site. Web beacons are digital images that are used to log information on the Services or in our emails. We may use Web beacons to manage cookies, count visits, and to learn what marketing works and what does not. We may also use Web beacons to tell if you open or act on our emails.

Our partners and third-party providers, including third party analytics service providers and advertising partners, may also collect personally identifiable information about your online activities over time and across different Web sites when you use our Services, including as described in this Policy. We may receive personal data about you and your activity from such third parties, in order to provide you with our Service. We will use this personal data either where you have provided your consent to the third party or to Us to that data sharing taking place or where the Company has a legitimate interest to use the personal data in order to provide you with our Service. This Policy does not apply to and we are not responsible for those other parties. third party analytics services may use cookies and web beacons through our Site and platform device identifiers and software agents on and through our mobile Services to provide us with information about how you use and interact with our Site.

### **3. HOW WE USE YOUR INFORMATION**

**3.1 Use of Information.** We may use your information to:

- Identify you as a user in our system;
- Provide, personalize, and improve the Services;
- Communicate with you about your use of the Services;
- Develop new products and services;
- Customize your advertising experience and recommend content;
- Fulfill your requests and transactions;
- Identify your product and service preferences so that you can be informed of new or additional products or services
- Send newsletters, special offers, or promotional materials related to the Services and for other marketing purposes of Company using your contact information;
- Protect, investigate, and prevent potentially fraudulent, unauthorized, or illegal activities;
- Protect our rights and the rights of other users; and
- As otherwise described in this Policy or in notices we provided to you.

We may also use your information to verify your geographic location. We may use your geographic location data to personalize our Service, to recommend content, determine whether the information you have requested is available in your location. If Information is aggregated or de-identified so it is no longer reasonably associated with an identified or identifiable natural person, Company may use it for any business purpose.

We may use anonymized and aggregated information for purposes that include testing our IT systems, research, data analysis, creating marketing and promotion models, improving our Service, and developing new features and functionality within our Service.

### **3.2 How We Disclose Your Information**

We may share your information as follows:

- We may share your personal information with your consent or at your direction.
- We may also share your personal information with others who perform services on our behalf, including third parties and our affiliates.
- We may share your information with third-party service providers to fulfill your requests, including product order and reservation requests.
- We may disclose your information if we believe we are required to do so by law, or to comply with a court order, judicial or other government subpoena, or warrant.
- We also may disclose your information if we believe doing so is appropriate or necessary to prevent any liability, or fraudulent, abusive, or unlawful uses or to protect Company and our Services; or any rights, property, or personal safety of Company or others.
- In the event that Company is or may be acquired by or merged with another company or involved in any other business deal (or negotiation of a business deal) involving sale or transfer of all or part of our business or assets, we may transfer or assign your information as part of or in connection with the transaction as part of our Company's asset. Finally, in the event of insolvency, bankruptcy, or receivership, information may be transferred as a business asset.

We may also share aggregated and anonymized data with our partners, advertisers, and other third parties.

### **3.3 Data Security and Transfer**

Company takes commercially reasonable steps to help protect your Information against loss, misuse, and unauthorized access, or disclosure. No company can fully prevent security risks, however. While we strive to protect your personal information, we cannot guarantee its absolute security. To help protect yourself and your information, choose a unique password for our Services and do not use a password on our Services that you would use on any other website or online service.

Company may also process information that constitutes your personal information for direct marketing purposes and you have the right to object to Company's use of your personal information for this purpose at any time.

**3.4. Data Retention.** We retain your personal information for as long as necessary to provide the Services and fulfill the transactions you have requested, or for other essential purposes such as complying with our legal obligations, maintaining business and financial records, resolving disputes, maintaining security, detecting and preventing fraud and abuse, and enforcing our agreements.

#### **4. INFORMATION CHOICES**

If you opt out of receiving marketing/promotional emails, we may still send you non-promotional emails, such as emails about our ongoing business relations. You may also send requests about your personal information, including changes to your contact preferences, and changes to or deletions of your information or content you post by emailing [highthere@drinkcann.com](mailto:highthere@drinkcann.com). Please note that deletion of your personal information or content does not ensure complete or comprehensive removal of the content or information posted on the Services.

Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies from our Site or from third parties. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Site. You can also choose to opt-out of use of cookies by some of our third-party advertising partners to deliver ads tailored to your profile and preferences. However, while we and others give you choices as described in this policy, there are many ways in which Web browser signals and other similar mechanisms can indicate your choice to disable tracking, and our Site may not be aware of or honor every mechanism.

You may decline to share certain data with Company, in which case we may not be able to provide you with some of the features and functionality of the Site or Service. You may have the right to know what personal information Company has about you and to correct any inaccuracies. Please direct any such requests by email to [highthere@drinkcann.com](mailto:highthere@drinkcann.com) or by one of the other means listed below.

#### **5. CHANGES AND UPDATES TO THIS PRIVACY POLICY**

From time to time, we may revise our Policy. To help you stay current of any changes, we note the date the Policy was last updated above. You understand that it is your sole responsibility and agree to review the Policy periodically so that you are aware of any modifications. Continued use of the Site or Services following notice of such changes shall indicate your acknowledgement of such changes and affirmative agreement to be bound by the terms and conditions of such changes.

#### **6. DISPUTE RESOLUTION**

**6.1 Arbitration Agreement and Jury Trial Waiver, Class Action Waiver, and Forum Selection Clause.** This Arbitration Agreement is governed by the Federal Arbitration Act in all respects. Arbitration will be conducted by JAMS under its rules and pursuant to the terms of this Agreement. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) (under the Rules/Clauses tab) or by calling JAMS at 800-352-5267. Payment of all filing, administration, and arbitration fees will be governed by JAMS's rules. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. You may choose to have the arbitration conducted by telephone, video conference, based on written submissions, or in person in the country where you live or at another mutually agreed location. **YOU AND THE COMPANY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL.** You and the Company are instead electing to have claims and disputes resolved by arbitration. There is no judge or jury in arbitration, and court review of an arbitration award is limited. **YOU AND THE COMPANY AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.** If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor the Company is entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 7.

**6.2 Pre-Arbitration Dispute Resolution.** We are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at [highthere@drinkcann.com](mailto:highthere@drinkcann.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to us should be sent to the address identified in Section 8 below.

**6.3 Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**6.4 Future Changes to Arbitration Agreement.** Notwithstanding any provision in this Policy to the contrary, we agree that if Company makes any future change to this arbitration agreement (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Notice Address provided in Section 8 below. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration

agreement as of the date you first accepted this Policy (or accepted any subsequent changes to these Policy).

## **7      DISCLAIMERS**

We do not collect your personal information except when such personal information is provided to us on a voluntary basis. This website contains links to other Internet websites, and this Policy does NOT extend to any website other than this Site.

## **8      CONTACT INFORMATION**

Please contact us with any questions or comments about this Policy, your information, our third-party disclosure practices, or your consent choices.

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Attention: SOCALI Manufacturing, Inc  
PO Box 47  
Venice, CA 90294

Email: [highthere@drinkcann.com](mailto:highthere@drinkcann.com)

Please check back periodically for updates.