

**365 Retail Markets, LLC**  
**Biometric Data Privacy Policy**  
**Revised January 29, 2022**

PLEASE CAREFULLY READ THIS BIOMETRIC DATA PRIVACY POLICY (“Policy”). TO USE THE 365 POINT OF SALE DEVICE FINGERPRINT READER AS IDENTIFICATION TO ACCESS YOUR 365 MY MARKET ACCOUNT, YOU MUST CONSENT TO OUR COLLECTION AND USE OF YOUR BIOMETRIC DATA AS DESCRIBED IN THIS POLICY.

TO CONSENT TO THIS POLICY, CLICK THE “I AGREE” BUTTON AND THEN THE “CONFIRM” BUTTON AT THE BOTTOM OF THIS POLICY.

IF YOU DO NOT WISH TO USE THE 365 POINT OF SALE DEVICE FINGERPRINT READER OR CONSENT TO OUR COLLECTION AND USE OF YOUR BIOMETRIC DATA, CLICK THE “I REJECT” BUTTON AT THE BOTTOM OF THIS POLICY.

**A. Introduction: Accessing Your My Market Account.** 365 Retail Markets, LLC (“365”, “us”, “our”, “Avanti” or “Company Kitchen”) provides products and services in accordance with this Policy, its **Privacy Notice** and **Terms of Service** (available at <https://www.365retailmarkets.com/consumer-policy>) to 365’s business clients and their employees, customers and other end users (“Users” or “you”) through its websites <https://mykioskcard.com>, <https://mymarketaccount.com>, <https://mymarketaccount.net>, <https://mymarketcard.com>, <https://payment.companykitchen.com>, <https://LoadMyCard.net>, and <https://Order.SimpliGet.com> (“Consumer Websites”), consumer mobile applications (“Mobile Apps”), the 365 Point of Sale Device Fingerprint Reader (“Fingerprint Reader”) located on our kiosks, along with other 365 User interfaces 365 may develop. 365’s products and Services enable you to create, use, manage and close an individual stored value account (“My Market Account”) that, among other things, allows you to add and manage funds to purchase, at 365 Point of Sale Devices, goods and services that may be provided by 365 or third-party providers (“Services”). 365 offers several options to access your My Market Account and use our Point of Sale Devices that do not require Biometric Data (defined below), such as a barcode on a mobile phone display, Email address, ID/Pin, or anonymous purchase using credit card/debit card/cash.

You must read and consent to this Policy and allow us to collect and use information derived from your Biometric Data in order to use the Fingerprint Reader when you access your My Market Account or otherwise interact with us. You may withdraw your consent to this Policy at any time by utilizing the procedures in Section G **“Removal and Disposal of Your Biometric Data”**. After reading and carefully considering this Policy, please consent to or reject this Policy by clicking the corresponding button at the bottom of this Policy.

By consenting to this Policy, you also agree to resolve all covered disputes between you and us by arbitration rather than by a judge or jury in court. The agreement to arbitrate is set forth below in Section I **Dispute Resolution and Arbitration** and in our **Terms of Service**: available at <https://www.365retailmarkets.com/consumer-policy> or by contacting us using any of the methods described below in Section J **“Contacting Us.”**

**B. Definitions.** The definitions that apply to the terms of this Policy are as follows:

“Biometric Data” means “Biometric Identifiers” and “Biometric Information,” collectively, unless otherwise defined by applicable law.

“Biometric Identifiers” means (without limitation) retina or iris scans, fingerprints, voiceprint, or scan of hand or face geometry, as well as data generated by automatic measurements of an individual’s biological characteristics or other unique biological patterns that is used to identify a specific individual. Biometric Identifiers do not include: (i) writing samples, written signatures, photographs, human biological samples used for valid scientific testing or screening, demographic data, tattoo descriptions or physical descriptions such as height, weight, hair color or eye color; (ii) information captured from a patient in a health care setting or information collected, used or stored for health care treatment, payment or operations under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA); (iii) biological materials regulated under the Genetic Information Privacy Act (GINA); or (iv) X-rays, MRIs or other image or film of the human anatomy used for diagnosis, treatment or scientific testing or screening.

“Biometric Information” means any information, regardless of how it is captured, converted, stored or shared, based on an individual’s Biometric Identifier used to identify an individual. Biometric Information does not include information derived from items or procedures that are not Biometric Identifiers.

“Confidential and Sensitive Information” means personal information that can be used to identify an individual or an individual's account or property, including (without limitation) a genetic marker, genetic testing information, a unique identifier number to locate an account or property, an account number, a PIN number, a pass code, a driver's license number or a social security number.

**C. Purposes of and Legal Basis for Collecting Biometric Data.** To the extent 365 collects, stores and uses Biometric Data, it does so for User identification, completion of financial transactions the User has authorized, fraud prevention, security purposes and other legally permissible purposes when Users utilize their My Market Accounts or our other Services at our Point of Sale Device requested or being utilized by the User. 365 is the controller of any User Biometric Data shared with 365.

**D. How Biometric Data Is Collected and Used.** When you sign up for a My Market Account or utilize our Services at one of our Point of Sale Devices, you will be asked if you would like to use one of our Fingerprint Readers. If you wish to use our Fingerprint Reader and have consented to this Policy, the Fingerprint Reader will measure several distances between the dermal ridges of a User's fingerprint. Those measurements are applied as variables in an algorithm which generates a unique string of characters called a template. The template can only be interpreted by our biometric engine. The template is an encrypted set of numbers that cannot be used to personally identify you or any other User. When you next use one of our Fingerprint Readers at one of our Point of Sale Devices, the previously created template can be used to identify you when you want to access your My Market Account or pay for goods or services using a Fingerprint Readers. If the initial template is a match to the template created when you next use a Fingerprint Reader, your transaction will be approved and your My Market Account will be charged for the purchase. The template will only be recognized at Point of Sale Devices that are configured with Global Market Accounts, which are Point of Sale Devices that are mapped to the same company and cannot be used at other Point of Sale Devices not tied to the company's Global Market Account. In other words, if you agree to the Policy to use the Fingerprint Readers at your company or another location, you will be able to only use the Fingerprint Readers at Point of Sale Devices tied to that company's or location's Global Market Account.

**E. Limits on the Collection, Use and Disclosure of Biometric Data.** Except as set forth in this Policy and the **Exceptions** below, 365 does not and will not (i) collect, capture, purchase, receive through trade or otherwise buy Biometric Data or templates; (ii) disclose, re-disclose or otherwise disseminate Biometric Data or templates; (iii) use or disclose Biometric Data or templates in a manner materially inconsistent with the scope of consent you provide to us or (iv) sell, lease, trade and otherwise transfer your Biometric Data or templates to third parties, without providing you with advance written notice and obtaining your affirmative prior consent. Where 365 does not have your consent or such actions would

be inconsistent with this policy, 365 does not collect, retain, or use any images of your Biometric Data or templates. A fingerprint image cannot be reconstructed from the templates. 365 does not sell, lease or otherwise transfer any Biometric Data or templates. Depending on the location of a transaction and with your prior consent, the templates may be transmitted from one country to another. Biometric Data is not transferred from one country to another.

**Exceptions:** 365 is permitted to disclose Biometric Data without prior notice or consent only when required to: (i) comply with applicable law; (ii) respond to a valid warrant or subpoena issued by a court of competent jurisdiction; (iii) complete a financial transaction you authorized or requested (third parties that assist 365 in completing such transactions will be required to following the same limitations and restriction as 365 is required to follow under this Policy); or (iv) engage in other activities permitted by applicable law. 365 does not provide personally identifiable information or Biometric Data concerning Users' experiences to third parties for marketing, advertising or for other uses, but such information may be accessible by the 365 customer hosting a Kiosk on its property.

**F. The Storage and Protection of Biometric Data.** 365 shall store, transmit and protect from disclosure all Biometric Data using the reasonable standard of care within its industry and comply with applicable privacy laws. Although no data collection, storage or transmission system can be guaranteed to be 100% secure, among other reasonable security measures, 365 maintains strict administrative, technical and physical procedures to protect Biometric Data that include (without limitation) limiting access to Biometric Data through user/password credentials provided only to those employees with a "need to know" and who are trained in keeping Biometric Data private and secure, using RDS-AES256 encryption technology, firewalls, physical access controls to building and files and malware scanning.

**G. Removal and Disposal of Biometric Data.** If you later decide you no longer wish to consent to this Policy, you must notify 365 in writing to the contact information described in Section J "**Contacting Us**" using the subject line "Remove and Dispose of My Biometric Data". Once 365 receives your written request, 365 will send you written confirmation of receipt of your request. 365 will deactivate your ability to use the Fingerprint Reader in connection with your My Market Account and will take reasonable measures to delete promptly (typically within three business days) all information derived from your Biometric Data, unless a longer retention schedule is required by this Policy or applicable law.

By requesting the removal and disposal of your Biometric Data, you will no longer be able to access your My Market Account using the Fingerprint Reader. If you elect to remove your Biometric Data, you will be prompted to provide an email address as an alternative means of accessing your account.

**BEFORE requesting to have your Biometric Data removed, ensure you have established alternative means of accessing your account. Not doing so may result in unintentional account *lock out* and delays in reauthenticating your account after the Biometric Data has been removed.**

The following are non-biometric alternatives to accessing your account (options may vary by application):

**User Name and PIN:** User names are unique, but a common format is *first letter* of your first name and *first 5 letters* of your last name. For example, Steve Smith's user name would be SSMITH.

**ScannerID:** Unique barcode, often on a key chain card. Some Point of Sale Devices also require a PIN with your ScannerID.

**Email Address and PIN:** If your My Market Account is also a Global Market Account (“GMA”) you can access your account with your email address and PIN. GMAs have an Email Address/PIN instead of a User Name/PIN

To view your **User Name, Email Address** or **ScannerID**, from the Point of Sale Device select (steps may vary by application):

1. *Manage Account*
2. *Existing Account*
3. Use the fingerprint reader to log in
4. Your account details will be displayed on the *Manage Account* screen

If you have forgotten your PIN, from the *Manage Account* detail screen (steps may vary by application):

1. Touch in the *Account PIN* field
2. Create a new PIN
3. Confirm new PIN
4. *Save and Close*

**Mobile App QR Code:** If your My Market Account is linked to a Mobile App, you can scan the QR code from the Point of Sale Device to access your account.

To view the **Mobile App QR Code**, from the Mobile App (steps may vary by application):

1. Log into your account using your email address and password (this step may not be needed if you are already logged in)
2. Your QR code will be displayed after logging in. This QR code can be scanned from the Point of Sale Device to access your account

In the event you wish to withdraw your consent to the **Biometric Data Privacy Policy**, but have forgotten, or do not have alternative means of accessing your My Market Account, 365 will need additional information to locate and assist in re-authenticating you to your account. In your “Remove and Dispose of My Biometric Data” email to [privacy@365smartshop.com](mailto:privacy@365smartshop.com) include the following:

- First and last name
- Contact phone number
- Location name (this will usually be your place of employment)
- Location address

And if known:

- User Name
- ScannerID (if you have a key chain card to log in, the number will be on the card)
- Last known account balance
- Point of Sale Device serial number (can be found on a sticker on the right side of most device, most starts with VSH)

**H. Retention Schedule.** 365 shall retain information derived from your Biometric Data for as long as you continue to use the Point of Sale Device and shall permanently destroy your Biometric Data upon the **earlier** of:

- The initial purpose for obtaining the Biometric Data has been satisfied;
- You withdraw your consent;
- 365 deactivates your account due to fraud, inactivity (failure to make at least one purchase using the 365 systems in any 12 month period) or other legitimate business reasons;
- Within one year of your last interaction with 365; or
- When required by law.

365 will permanently remove and dispose of all information derived from your Biometric Data in a secure manner. After the removal and disposal of your Biometric Data, you will need to re-enroll and provide a new consent to use a Fingerprint Reader again.

**I. Dispute Resolution and Arbitration.** You agree that all disputes and controversies between you and 365, including but not limited to those relating to or arising out of any of your dealings with 365 (or its products, Services, your My Market Account), this Policy and any of your Biometric Data, **shall to the extent permitted by law be resolved through binding arbitration on an individual basis and not in a court of law** or through class/collective proceedings. You also understand and agree that any such arbitration will be conducted pursuant to the Arbitration Agreement provisions contained in the 365 Platforms Terms of Service accessible at: <https://www.365retailmarkets.com/consumer-policy/> or by requesting a copy by using the procedures set forth below in Section J "**Contacting Us**". 365's Dispute Resolution and Arbitration procedures may be accessed or initiated by contacting us using any of the procedures set forth below in Section J "**Contacting Us**."

**J. Updates to this Policy**

We may make changes to this Policy at any time in our sole discretion. If we make any material changes to this Policy, we will notify you of the changes at <https://www.365retailmarkets.com/consumer-policy/> and the Point of Sale Device, where we will ask to reconfirm your acceptance of the Policy. If you do not affirmatively accept any changes to this Policy, we will delete your Biometric Data and you will no longer be able to use the Fingerprint Reader. If you later elect to accept any updates to this Policy, you will need to accept the updates to this Policy and resubmit your Biometric Data.

**K.** **Contacting Us.** To withdraw your consent to the use and retention of your Biometric Data, if you have questions or wish to obtain written copies of this Policy, our **Privacy Policy** or our **Terms of Service** (available at <https://www.365retailmarkets.com/consumer-policy>) including its Arbitration Provisions, or if you wish to access or initiate 365’s Dispute Resolution and Arbitration procedures set forth above in Section I, please contact us at:

365 Retail Markets, LLC  
1743 Maplelawn Drive  
Troy, MI 48084  
Phone (US/Canada): 1-888-365-7382  
Phone (International): +1-248-434-3910  
Email: [privacy@365smartshop.com](mailto:privacy@365smartshop.com)

You should contact our Data Protection Officer (DPO) with any complaints questions, concerns, requests or to exercise your rights under this Policy. Our DPO can be reached by mail to our DPO at the above address, by email at: [privacy@365smartshop.com](mailto:privacy@365smartshop.com), and by telephone at: 1-888-365-7382 (US/Canada), +1-248-434-3910 (International). Our DPO is responsible for overseeing our compliance with this Policy and our other privacy obligations under applicable laws, including the careful documenting and investigating of complaints, concerns or alleged violations of this Policy.

**L.** **Individual Rights.** Depending on your jurisdiction, you may be entitled to exercise certain individual rights. Examples of jurisdictions that provide individuals with privacy rights are the European Union (General Data Protection Regulation or GDPR), Canada (Personal Information Protection and Electronic Documents Act or PIPEDA) and California (California Consumer Privacy Act). To exercise any individual rights you may have, contact our DPO as described above under the heading “**Contacting Us**”.

### ***European Union Privacy Rights***

If you are an EU data subject, you have choices regarding the collection, use, and disclosure of your personal data. You may exercise these rights by contacting us in writing by electronic mail or postal mail at the address or email address provided under the heading “Contacting Us.” Unless explicitly stated otherwise, we will respond to your request as soon as possible, but at the latest within one month.

Your rights include:

- Accessing your personal data to know what information we have collected about you and how it has been shared;
- Requesting the deletion of all or some of your personal data;
- Changing or correcting inaccurate or outdated information;
- Objecting to, limiting, or restricting use of all or some of your personal data; and
- Requesting a copy of your personal data, including in a portable format.

You also have the right to lodge a complaint with your supervisory authority if you believe we have violated your privacy rights or applicable laws and regulations.

### ***Canada Privacy Rights***

If you are a Canadian data subject, you may have certain privacy rights. To exercise these rights, contact us at the address or email address provided under the “Contacting Us” section of this Policy. Your rights include:

- Accessing your personal information under our custody or control
- Amending (by correction, deletion, or addition) personal information that is inaccurate or incomplete
- Withdrawing your consent at any time (subject to legal or contractual restrictions and reasonable notice)

### ***California Consumer Privacy Rights***

If you are a resident of the State of California and you have provided your personal information to us, you have the right to request a list of all third parties to which we have disclosed your personal information for direct marketing purposes. If, you exercise your right to submit such a request to us, we will send you the following information:

- The categories of information we have disclosed to any third party for any third party’s direct marketing purposes during the preceding year; and
- The names and addresses of third parties that received such information, or if the nature of their business cannot be determined from the name, then examples of the products or services marketed.

You may make such a request by contacting us using the information provided under the heading “Contacting Us” with a preference on how our response to your request should be sent.

### **M. CONSENT TO THE 365 BIOMETRIC DATA PRIVACY POLICY**

By clicking the [**I AGREE**] and [**CONFIRM**] buttons below, you AGREE and CONSENT that:

1. You have read and voluntarily consent to this Policy and the collecting, retaining, storing and other utilization by us of information derived from your Biometric Data as described in this Policy.
2. Your consent is binding for the “**Retention Schedule**” set forth above in Section H unless you affirmatively withdraw your consent as described above in Section G “**Removal and Disposal of Biometric Data**”.
3. You consent to receiving all records and conducting all transactions involving this Policy through electronic means. You may obtain paper copies of this Policy and any policies it refers to by accessing 365’s websites, our Apps or by contacting us as described in Section K “**Contacting Us**” or otherwise as applicable law require.
4. You are at least 18 years of age and competent to provide consent.
5. You agree that all disputes between you and 365 shall be resolved through binding arbitration on an individual basis as set forth above in Section I **Dispute Resolution and Arbitration**.

By clicking the button labeled **["I DECLINE"]** below, you are rejecting this Policy and declining to provide your Biometric Data. Declining to provide your Biometric Data or withdrawing your consent will preclude your use of a Fingerprint Reader but does not prevent you from accessing your My Market Account through other non-Biometric means.

You understand and agree that clicking on the buttons below is a form of electronic signature that is as legally binding as if you signed paper agreements.

**PLEASE CLICK ON THE BUTTONS BELOW TO CONSENT TO OR REJECT THIS POLICY AND 365'S COLLECTION, STORAGE AND USE OF INFORMATION FROM YOUR BIOMETRIC DATA THROUGH A POINT OF SALE DEVICE FINGERPRINT READER OR OTHER FORMS OF COLLECTING BIOMETRIC DATA:**

**[I AGREE] I AGREE and CONSENT to this 365 Biometric Data Privacy Policy and 365's collection and use of information from my Biometric Data as described above in this 365 Biometric Data Privacy Policy.**

**[I DECLINE ] I DECLINE the 365 Biometric Data Privacy Policy and its provisions regarding 365's collection, use and storage of information from my fingerprint or other forms of Biometric Data.**

**[CONFIRM] Click to confirm YOUR CONSENT to this 365 Biometric Data Privacy Policy.**