

PD MEASUREMENT - DATA PRIVACY POLICY

*You are about to use a pupillary distance measurement virtual tool (the “**PDM Service**”) provided by FITTINGBOX (“FITTINGBOX” or “we”), as available and accessible on the website or application operated by the Provider.*

*The PDM Service is subject to the following data privacy policy (the “**Policy**”) which **includes a class-action waiver and a jury trial waiver for end-users located in the United States.***

*BY ACCESSING OR USING THE PDM SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, REVIEWED, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS IN THEIR ENTIRETY, **INCLUDING, IF YOU ARE LOCATED IN THE UNITED STATES, THE CLASS-ACTION WAIVER AND THE JURY TRIAL WAIVER.***

BY ACCESSING OR USING THE PDM SERVICE, YOU HEREBY GRANT FITTINGBOX ACCESS TO USE YOUR WEBCAM FOR THE SOLE PURPOSE OF PROVIDING THE PDM SERVICE, AS LONG AS YOU ARE ACCESSING OR USING THE PDM SERVICE.

BY ACCESSING OR USING THE PDM SERVICE, YOU HEREBY CERTIFY THAT YOU HAVE THE FULL LEGAL CAPACITY, I.E. THAT YOU ARE OF LEGAL AGE IN YOUR JURISDICTION OR LEGAL CAPACITY TO ENTER INTO THESE TERMS OR HAVE OBTAINED APPROPRIATE PARENTAL OR GUARDIAN CONSENT TO DO SO.

BY ACCESSING OR USING THE PDM SERVICE, YOU HEREBY CERTIFY THAT YOU WILL BE THE SOLE USER OF SUCH PDM SERVICE FOR THE WHOLE DURATION OF YOUR SESSION.

IF YOU ARE UNDERAGE OR AN INCAPACITATED PERSON OR IF YOU DO NOT AGREE WITH, OR AT A LATER DATE NO LONGER AGREE WITH, THE TERMS OF THIS POLICY AND/OR ANY OF ITS AMENDMENTS, PLEASE DO NOT USE THE PDM SERVICE.

PLEASE NOTE THAT THIS DISCLAIMER CONSTITUTES A BIOMETRIC IDENTIFIER NOTICE, AS APPLICABLE TO US RESIDENTS, INCLUDING BUT NOT LIMITED TO ILLINOIS AND COLORADO RESIDENTS.

1. Application of this Policy

*This Policy applies to any of your personal data or biometric information that would be processed, collected or hosted by FITTINGBOX when you use the PDM Services, including your image and PD (the “**Facial Data**”).*

This Policy does not apply to data that cannot be linked to you or cannot be used directly or indirectly to identify you, such as anonymized, de-identified, or non-identifiable aggregated data.

This Policy applies only to the personal data we collect directly through the PDM Service.

The Policy does not apply to the collection, use, sharing, distribution or processing of your personal information by third-party websites, applications and/or services, whether or not such websites, applications and/or services implement the PDM Service or can be accessed from or through or in connection with the PDM Service, directly or indirectly.

Please note that if you access or use the PDM Services through a third-party website or application (for example, an optical retailer's site or application), that third party may also collect and process your personal data.

We are not responsible for, and this Policy does not apply to, any data collection or processing carried out by such third parties. Their handling of your personal data is governed by their own privacy policies, which we encourage you to review carefully.

2. Information about the PDM Service

When you use the PDM Service, a detection, a scan and/or a capture (including static, live or recorded images) of your face is performed to estimate your pupillary distance (the "PD"); the Facial Data is then disseminated to your medical or eyewear provider (i.e. the optician, the optometrist, the orthoptist, the Internet website or the application operating the PDM Service, as the case may be) (the "Provider") in order to adjust your glasses.

Your Facial Data may be considered Personal Data: Your image and/or PD may be considered personal data or a biometric identifier under certain regulations (to the extent such data is used to identify you or to authenticate your identity). However, your Facial Data is processed through the PDM Service so that you are not identified. It is de-identified as it is processed, i.e. it contains no identifier or information that would allow your identification or authentication.

The PDM Service operates an estimation of a standard 3-dimensional face using standard mathematic points that are common to many humans. The estimation of mathematical landmarks on the face does not allow personal identification or authentication. These points are not unique to a specific individual and are neither stored nor compared with any dataset or reference.

The PDM Service is designed for the following purposes:

- *Calculation and/or measurement from a 3D scan;*
- *Research, development, enhancement of the PDM Service;*
- *Aggregated statistics.*

- ***The PDM Service is not used to identify you or authenticate you:***

Please note that FITTINGBOX is not able to identify you, either directly or indirectly, through or in connection with the PDM Service nor will FITTINGBOX use your data, including your Facial Data, to authenticate you.

The PDM Service is not a facial recognition or facial authentication technology: no facial recognition or facial authentication or biometric identification or biometric verification, or similar biometric collection or processing, is performed when your face is detected and processed by the PDM Service. No automated recognition of an individual's biometric characteristics for the purpose of identifying the individual by comparing the biometric characteristic with biometric information held in a biometric system is performed when your face is detected and processed by the PDM Service. No automated one-to-one verification of an individual's claimed identity by comparing that individual's biometric information with biometric information held in a biometric system that has previously been associated with the individual is performed when your face is detected and processed by the PDM Service.

The PDM Service is not designed to detect your gender, age, and ethnicity nor to authenticate your identity.

- ***The PDM Service is not used to assign you a category nor to collect or infer sensitive information about you:***

The PDM Service is not designed for categorization or biometric categorization purposes. The PDM Service does not assign you to one or more specific category on the basis of your Facial Data, or infer such categories, such as your age, hair color, eye color, tattoos, behavioral, personality traits, mood, emotion, intention or mental state, state of fatigue, alertness or attention level and the PDM Service will not be used to deduce or infer your race, political opinions, trade unions membership, religious or philosophical beliefs, sex life or sexual orientation, or to collect or infer your neural data (i.e. data generated by measuring the activity of your central or peripheral nervous systems).

The PDM Service is not an emotional recognition system. The PDM Service cannot and does not identify or infer your emotions or intentions on the basis of your Facial Data.

- ***FITTINGBOX does not use your Facial Data to build a database, a data set, or to train an AI model or system:***

FITTINGBOX does not use your Facial Data for the purpose of building a database of images of end-users nor does it integrate your Personal Data into any data set, including data sets used to train artificial intelligence models or systems.

- ***FITTINGBOX does not reconcile your Facial Data with personal data:***

No data reconciliation or further processing is carried out: no personal data or information is reconciled by FITTINGBOX with the data processed when providing the PM Services. In particular, FITTINGBOX does not collect your name, navigation data, or your IP address. No additional or further processing of your Facial Data is performed by FITTINGBOX.

Please note however that additional personal data may be directly collected or processed by the Provider, directly and/or through your access and/or use of the Provider's website or application. This additional personal information may be reconciled by the Provider with the PD and/or any other personal or healthcare data you might have already provided to the Provider. Such collection and processing by the Provider is subject to the Provider's own terms and conditions and/or privacy policy which we strongly recommend you to review prior to accessing and using the PDM Service. FITTINGBOX does not collect nor process or host this Provider's information and does not have access to this Provider's information.

3. No medical device, advice, diagnosis or treatment

Please be aware that the PDM Service is designed for informational purposes only and does not constitute medical advice, diagnosis or treatment. Accordingly, the information and other content provided through or in connection with the PDM Service is not a substitute for professional medical advice, diagnosis, or treatment. If you are in need of medical assistance, now or in the future, contact a medical health provider or, as the case may be, the Provider.

Although this tool measures pupillary distance, one of the measurements a pupillometer may perform, it does not measure pupil size, reactivity or dilation, and is not used by FITTINGBOX in neurological or clinical evaluations. It should not be confused with or used as a pupillometer.

4. Hosting / Retention

FITTINGBOX will permanently destroy your image and the PD within 30 days after being captured.

5. UUID / Cookies

We use UUID to monitor that a session took place, and then aggregate those for statistical purposes and invoicing purposes towards the Provider (you are not our professional client and we do not bill you). An Universally Unique Identifier (UUID) is a sort of “digital fingerprint” which is created by generating at random a 128-bit value to uniquely identify a user (in this case the Provider). Unlike cookies, which may contain personal information, a UUID does not contain personal information and you cannot be identified from the UUID alone. Such data might be shared with the Provider and shall be retained for 5 years to ensure legal and regulatory compliance.

The PDM Services may store cookies strictly necessary for the technical operation of the PDM Service.

No marketing or tracking cookies are used by FITTINGBOX. FITTINGBOX cannot access the content, information and data stored on your personal devices and you are solely responsible for their security and safekeeping.

Please note that data or cookies may however be collected and/or locally saved on your computer or personal device by third parties (including the Provider operating the PDM Service).

You can decline, disable, or delete cookies by changing the settings in the preferences or options menu of your browser. Please note that declining, disabling, or deleting cookies may affect or disable the functionality of the PDM Services and/or the website or the device where the PDM Services are being used or accessed.

6. Limited Liability

FITTINGBOX is not responsible for the collection, use, sharing, distribution or processing of your personal information by third-party websites, applications and/or services, whether or not such websites, applications and/or services implement the PDM Service or can be accessed from or through or in connection with the PDM Service, directly or indirectly.

FITTINGBOX is not responsible for the incident management of such third-parties nor for the appropriate or accurate implementation and display of this Policy by such third-parties, or for providing to you and to other data subjects any suitable disclaimer or notice of information that such third-parties, including the Provider, are required or may be required to provide under applicable data protection, privacy and security laws and regulations.

7. Incident Management

Although we implement appropriate technical and organizational measures to protect data security, using the standard of care within our industry, data transmission cannot be 100% secure. We have implemented protocols to respond to data security incidents, including protocols to notify individuals if their personal data has been breached. With regard to the PDM Service, since we cannot identify you, any data security incident would not trigger a duty to notify you as if would not affect Your Facial Data.

8. Modification of this Policy

This Policy may be modified from time to time by FITTINGBOX, at its sole discretion. Such modifications and updates shall be effective upon release. The last version of this Policy may be found by clicking on the "Privacy Policy" button available on the pop-up information displayed when you activate your webcam for the purpose of using the PDM Services.

9. CLASS-ACTION AND JURY TRIAL WAIVER (for end-users located in the United States)

BY ACCESSING OR USING THE PDM SERVICE, AND TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, YOU IRREVOCABLY WAIVE THE RIGHT TO A COURT OR JURY TRIAL THAT ARISES OUT OF OR IS RELATED TO THE PDM SERVICE. YOU FURTHER AGREE THAT YOU MAY BRING CLAIMS AGAINST FITTINGBOX ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. IF THE FOREGOING CLASS ACTION WAIVER IS DEEMED INVALID OR UNENFORCEABLE, YOU AND FITTINGBOX EACH AGREE NOT TO SEEK, AND AGREE TO WAIVE ANY RIGHT, TO ARBITRATE, LITIGATE, OR OTHERWISE RESOLVE ANY DISPUTE THROUGH CLASS OR COLLECTIVE CLAIMS.

THIS WAIVER SHALL APPLY ONLY TO USERS LOCATED IN THE UNITED STATES AND SHALL NOT AFFECT THE RIGHTS OF USERS LOCATED OUTSIDE THE UNITED STATES, IN PARTICULAR WITHIN THE EUROPEAN UNION, FOR WHOM SUCH PROVISIONS MAY BE DEEMED UNENFORCEABLE.

10. Contact

If you have any questions concerning this Policy, please contact us at privacy@fittingbox.com.

If you wish to make a complaint about the PDM Services, please contact us at legal@fittingbox.com.