Privacy Policy

POSE FITNESS, LLC

CONTENTS

PRIVACY POLICY....3
INTRODUCTION....3
INFORMATION WE COLLECT....3
BIOMETRIC AND MOVEMENT DATA....4
HOW WE USE YOUR INFORMATION....5
MODEL TRAINING AND PRODUCT DEVELOPMENT....5
CONSUMER HEALTH DATA....6
HOW WE SHARE INFORMATION....7
SALE AND SHARING OF PERSONAL INFORMATION....7
DATA RETENTION....8
SECURITY....8
YOUR PRIVACY RIGHTS....9
STATE-SPECIFIC DISCLOSURES....10
CHILDREN AND MINORS....10
COOKIES, ANALYTICS, AND TRACKING....11
INTERNATIONAL USERS....11
THIRD-PARTY SERVICES AND LINKS....11
CHANGES TO THIS POLICY....12
CONTACT US....12
WASHINGTON CONSUMER HEALTH DATA PRIVACY POLICY....13
CATEGORIES OF CONSUMER HEALTH DATA WE COLLECT....13
SOURCES OF CONSUMER HEALTH DATA....13
PURPOSES FOR COLLECTING AND USING CONSUMER HEALTH DATA....13
CATEGORIES OF CONSUMER HEALTH DATA WE SHARE....14
THIRD PARTIES AND AFFILIATES WITH WHOM WE SHARE CONSUMER HEALTH DATA....14
YOUR RIGHTS....14
HOW TO EXERCISE YOUR RIGHTS....15

PRIVACY POLICY

Effective Date: November 17, 2026. Version 2.0.

INTRODUCTION.

Who We Are: This Privacy Policy (this 'Policy') describes how POSE Fitness, LLC ('POSE,' 'we,' 'us,' or 'our') collects, uses, shares, and protects information about you when you use the POSE Fitness application, https://www.posefitness.io, and related products and services (collectively, the 'Services').

Relationship to the User Agreement: This Policy is incorporated into and forms part of our User Agreement. Capitalized terms that are not defined in this Policy have the meaning given to them in the User Agreement, including 'Movement Data,' 'Training Knowledge,' and 'Services.' Where this Policy and the User Agreement address the same subject, this Policy controls as to privacy matters.

We Are Not a HIPAA Covered Entity: POSE is a direct-to-consumer fitness platform. We are not a healthcare provider, health plan, or healthcare clearinghouse, and the information we collect is generally not protected health information under the Health Insurance Portability and Accountability Act. Information about your body and your fitness activity is still sensitive, and in several states it is regulated as consumer health data or biometric information. We treat it accordingly, as described in this Policy.

Your Acceptance: By creating an account or using the Services, you acknowledge that you have read this Policy. Where applicable law requires your consent for a particular activity, we will obtain that consent separately rather than relying on your acceptance of this Policy.

INFORMATION WE COLLECT.

Account Information: Your first and last name, email address, phone number, mailing address, username, and password credentials managed through our authentication provider.

Profile and Fitness Information: Height, weight, age, sex or gender where you provide it, training goals, experience level, injury history or physical limitations you choose to share, workout logs, sets, repetitions, loads, durations, streaks, tonnage, nutrition and meal entries, hydration and sleep entries, and goals you set within the Services.

Movement Data: Information captured through your device camera and related technology when you use camera-based assessments and live tracking, as described in the Biometric and Movement Data section below.

Payment Information: When you purchase a subscription or other paid offering, our payment processor collects your payment card or payment account details. We do not store full payment

card numbers on our systems. We receive and retain transaction records, the last four digits of the card, billing contact details, and subscription status.

Device and Usage Information: IP address, device type and operating system, browser type, app version, device identifiers, language and time zone, pages and features used, session timestamps, crash and diagnostic logs, and referral or attribution information.

Communications: Messages you send through in-app messaging, support requests, survey responses, and your interactions with our emails, including whether an email was opened or a link was clicked.

Information From Coaches and Partners: If you connect with a coach, trainer, organization, or partner through the Services, we may receive information about your relationship with them, assignments made to you, and your progress against those assignments.

Information We Do Not Intentionally Collect: We do not ask for your Social Security number, government identification numbers, financial account numbers, precise geolocation, or information about your race, ethnicity, religion, sexual orientation, or immigration status. Please do not submit this information through the Services.

BIOMETRIC AND MOVEMENT DATA.

What Movement Data Is: When you use camera-based assessments or live tracking, the Services capture information about your body position, movement, and form. This may include video and still images, skeletal and joint-position estimates, pose and angle measurements, repetition counts, range-of-motion and tempo measurements, symmetry and control measurements, and derived form and performance scores. We refer to this collectively as 'Movement Data.'

Legal Status: Some Movement Data may constitute biometric information or biometric identifiers under laws including the Illinois Biometric Information Privacy Act and the Texas Capture or Use of Biometric Identifier Act, and may constitute consumer health data under laws including the Washington My Health My Data Act, the Nevada consumer health data law, and the Connecticut Data Privacy Act.

Camera Access and Consent: Camera-based features operate only when you affirmatively enable them and grant camera permission on your device. Before we collect Movement Data, we present a separate consent request that describes what is collected, the purposes for which it is used, and how long it is retained. You may decline and continue to use the rest of the Services. You may revoke camera permission at any time through your device settings.

Purposes: We use Movement Data to generate your assessments, form scores, feedback, progress tracking, and recommendations; to operate and secure the Services; to improve the accuracy of our measurement and scoring; and, subject to the Model Training and Product Development section below, to develop and improve our models.

We Do Not Sell Movement Data: We do not sell Movement Data, and we do not share Movement Data with third parties for cross-context behavioral advertising or for those parties' own independent purposes. We do not use Movement Data to identify you to any third party. We do not use Movement Data, assessment results, or other health or fitness information to target advertising to you or to build advertising audiences or segments, and we do not disclose that information to any advertising platform or advertising network.

Retention: We retain Movement Data for no longer than is necessary for the purposes described in this Policy, and in any event we will destroy biometric identifiers and biometric information when the initial purpose for collection has been satisfied or within three (3) years of your last interaction with the Services, whichever occurs first.

Deletion: You may request deletion of your Movement Data at any time by contacting us at admin@posefitness.io, or through any control we provide for that purpose in the Services. We will delete it, and direct our service providers to delete it, except where retention is required by law.

HOW WE USE YOUR INFORMATION.

To Provide the Services: To create and maintain your account, authenticate you, deliver Training Knowledge and Training Programs, generate assessments and scores, track progress, operate nutrition and goal features, enable coach and client relationships, and provide customer support.

To Process Transactions: To process subscription payments, renewals, cancellations, and refunds, and to maintain billing records.

To Communicate With You: To send transactional messages about your account, assignments, and subscription, and, where permitted, marketing communications you may opt out of at any time.

To Improve and Secure the Services: To understand how the Services are used, diagnose and fix problems, test new features, prevent fraud and abuse, enforce the User Agreement, and protect the rights and safety of our users and of POSE.

To Comply With Law: To meet legal, regulatory, tax, and accounting obligations, and to respond to lawful requests from government authorities.

With Your Consent: For any other purpose we describe to you at the time we collect the information and for which you give consent.

MODEL TRAINING AND PRODUCT DEVELOPMENT.

What We Do: Where you have given separate opt-in consent for this purpose, we use information collected through the Services, including Movement Data and Fitness Information, to develop, train, validate, test, and improve POSE's models, algorithms, and Services, including computer-vision and pose-estimation models and the scoring and recommendation systems that

depend on them. We request that consent separately from the User Agreement and from this Policy, and you may decline it and continue using the Services.

De-Identified and Aggregated Data: Wherever practicable we use de-identified or aggregated data for these purposes. De-identified data is information that has been processed so that it cannot reasonably be used to infer information about, or otherwise be linked to, an identified or identifiable individual. We maintain technical and organizational measures to keep de-identified data in that condition, publicly commit not to attempt to re-identify it, and contractually obligate any recipient to the same. We may use and retain de-identified and aggregated data indefinitely and for any lawful business purpose, including research, benchmarking, publication, and the development and commercialization of our products.

Your Choice: You may withdraw your consent to the use of your identifiable Movement Data for model training at any time by contacting us at admin@posefitness.io, or through any control we provide for that purpose in the Services. Withdrawal applies to future use. It does not obligate us to retrain or delete models already developed, except where applicable law requires otherwise, and it does not apply to de-identified or aggregated data that can no longer be associated with you.

Minors: We do not use Movement Data or Fitness Information collected from a user under 18 to train our models unless we have obtained verifiable consent from that user's parent or legal guardian, separately from acceptance of the User Agreement or this Policy. A parent or legal guardian may withdraw that consent at any time. If we determine that information was collected from a user under 13 without verifiable parental consent, we will delete that information and any model or other work product derived from it.

No Third-Party Model Training: We do not license or otherwise make your information available to any third party for that party's own model development without your separate express consent.

Automated Decision-Making: The Services generate automated scores, recommendations, and programming. These outputs are fitness guidance only. They do not produce legal effects or similarly significant effects concerning you, and they are not used to make decisions about credit, employment, housing, insurance, education, or healthcare.

CONSUMER HEALTH DATA.

Separate Notice: Certain information we collect, including Movement Data and some Fitness Information, may be 'consumer health data' under Washington's My Health My Data Act and comparable laws in Nevada and Connecticut. Washington requires a standalone Consumer Health Data Privacy Policy that is separate from this Policy and separately linked. That notice is available at https://www.posefitness.io/[INSERT PATH] and governs our handling of consumer health data for residents of those states.

Consent: We collect consumer health data only to provide a product or service you have requested, or with your separate opt-in consent for a specified purpose. We obtain a separate and distinct consent before sharing consumer health data beyond what is necessary to provide a product or service you have requested.

No Sale and No Advertising Use: We do not sell consumer health data, and we do not use or disclose it for advertising purposes. If that ever changes, we will obtain the separate and distinct consent that applicable law requires before sharing it, and a valid signed authorization in the form required by law before any sale.

No Geofencing: We do not use geofencing around any healthcare facility to identify or track consumers, send notifications or advertisements, or collect consumer health data.

HOW WE SHARE INFORMATION.

Service Providers: We share information with vendors who process it on our behalf and under contract, including hosting and cloud infrastructure, authentication, payment processing, email delivery, analytics, error monitoring, and customer support providers. They may use the information only to provide services to us and must protect its confidentiality.

Coaches, Trainers, and Organizations: If you accept a coaching relationship or join an organization through the Services, we share with that coach or organization the information needed to deliver coaching, including your assignments, completion, workout history, and assessment results. We will tell you what is shared before the relationship begins, and you may end the relationship at any time.

Other Users: Information you choose to make visible through community, challenge, leaderboard, or messaging features will be visible to other users as described in those features.

Business Transfers: If POSE is involved in a merger, acquisition, financing, reorganization, or sale of assets, information may be transferred as part of that transaction. We will require the recipient to honor this Policy or to provide notice and choice before using your information in a materially different way.

Legal and Safety: We may disclose information where we believe in good faith that disclosure is required by law or legal process, or is necessary to protect the rights, property, or safety of POSE, our users, or the public, or to investigate fraud or a violation of the User Agreement. Where permitted by law, we will give you notice before responding to a legal request for your information.

Affiliates: We may share information with entities under common ownership with POSE for the purposes described in this Policy. Consumer health data is shared with affiliates only as disclosed in our Consumer Health Data Privacy Policy and with the consent that law requires.

SALE AND SHARING OF PERSONAL INFORMATION.

We Do Not Sell Your Personal Information: We do not sell personal information, and we have not done so in the preceding twelve months.

Targeted Advertising: We do not currently share personal information with third parties for cross-context behavioral advertising or targeted advertising, and we have not done so in the preceding twelve months. If we begin to do so, we will update this Policy and give you notice as described in the Changes to This Policy section before the change takes effect, and we will provide a clear and conspicuous 'Do Not Sell or Share My Personal Information' link together with an in-app control through which you may opt out. We will continue to honor opt-out preference signals as described in the Cookies, Analytics, and Tracking section.

Sensitive Personal Information: We do not use or disclose sensitive personal information, including biometric information processed to uniquely identify you, for purposes other than those permitted under the California Consumer Privacy Act without offering you the right to limit that use.

Third-Party Marketing: We do not transfer your name, email address, mailing address, or phone number to third parties so that they may market their own products or services to you.

DATA RETENTION.

General Approach: We retain personal information for as long as your account is active and for as long afterward as is necessary for the purposes described in this Policy, to resolve disputes, to enforce our agreements, and to comply with legal obligations.

Specific Periods: Account Information and your workout, nutrition, assessment, and progress records are retained while your account is active and are deleted within ninety (90) days after your account is closed. That ninety-day window also allows you to reactivate a closed account without losing your history. Movement Data is deleted on the schedule described in the Biometric and Movement Data section, and in all cases is deleted as part of the same ninety-day account-closure process. Server and security logs are retained for twelve (12) months. Billing and transaction records are retained for seven (7) years to meet tax and accounting requirements.

Information From Users Under 13: If we learn that we have collected personal information from a user under 13, we will delete it promptly, and in no event will we retain it for more than one (1) year after that user's last use of the Services.

De-Identified and Aggregated Data: De-identified and aggregated data may be retained indefinitely, as described in the Model Training and Product Development section.

Backups: Information deleted from our active systems may persist in encrypted backups for a limited period before it is overwritten in the ordinary course.

SECURITY.

Our Measures: We maintain administrative, technical, and physical safeguards designed to protect personal information against unauthorized access, use, alteration, and disclosure. These include encryption of data in transit and at rest, access controls and role-based permissions, multi-factor authentication for administrative access, a managed authentication provider, segregation of payment processing to a PCI-compliant payment processor, logging and monitoring, vendor security review, and periodic review of our controls.

Your Role: You are responsible for keeping your account credentials confidential and for notifying us promptly at admin@posefitness.io if you believe your account has been compromised.

No Guarantee: No method of transmission or storage is completely secure. While we work to protect your information, we cannot guarantee absolute security.

Breach Notification: If we become aware of a breach of security affecting your personal information, we will notify you and the appropriate authorities as required by applicable law.

YOUR PRIVACY RIGHTS.

Rights Available to You: Subject to applicable law and to verification of your identity, you may request to: know the categories and specific pieces of personal information we have collected about you, the sources of that information, the purposes for collecting it, and the categories of third parties with whom we share it; obtain a copy of your personal information in a portable format; correct inaccurate personal information; delete your personal information; opt out of the sale or sharing of your personal information; limit our use of sensitive personal information; and withdraw consent you have previously given, including consent to model training.

How to Exercise Them: Submit a request by emailing admin@posefitness.io, or through any privacy controls we provide in the Services. We will acknowledge your request within ten (10) business days and respond within forty-five (45) days, which we may extend by a further forty-five (45) days where permitted, with notice to you.

Verification: To protect your information, we will take reasonable steps to verify your identity before acting on a request. We may ask you to confirm information already associated with your account. We will not ask you to create an account solely to make a request.

Authorized Agents: You may use an authorized agent to submit a request on your behalf. We may require written proof of the agent's authority and may still verify your identity directly.

No Retaliation: We will not deny you goods or services, charge you a different price, or provide a different level or quality of service because you exercised a privacy right.

Appeals: If we decline your request, you may appeal by replying to our response or emailing admin@posefitness.io with the subject line 'Privacy Appeal.' We will respond to an appeal within

forty-five (45) days. If we deny the appeal, we will tell you how to contact your state attorney general.

Exceptions to Deletion: We may decline a deletion request where retention is necessary to complete a transaction you requested, detect or prevent security incidents or fraud, identify and repair errors, exercise a legal right, comply with a legal obligation, or carry out internal uses reasonably aligned with your expectations given your relationship with us.

STATE-SPECIFIC DISCLOSURES.

California: California residents have the rights described in the Your Privacy Rights section under the California Consumer Privacy Act as amended. In the preceding twelve months we collected the categories of personal information described in the Information We Collect section, for the purposes described in the How We Use Your Information section, and disclosed them for business purposes to the categories of recipients described in the How We Share Information section. We do not sell or share personal information. California residents may also request information about disclosures for direct marketing purposes under the 'Shine the Light' law.

Washington, Nevada, and Connecticut: Residents of these states have additional rights with respect to consumer health data, described in our separate Consumer Health Data Privacy Policy at https://www.posefitness.io/[INSERT PATH].

Illinois: We collect and use biometric identifiers and biometric information only after providing written notice and obtaining your written release, as described in the Biometric and Movement Data section. Our retention and destruction schedule for biometric identifiers and biometric information is set out in the Data Retention section. We do not sell, lease, trade, or otherwise profit from your biometric identifiers or biometric information.

Texas: We do not capture a biometric identifier for a commercial purpose without first informing you and receiving your consent, and we do not sell, lease, or otherwise disclose a biometric identifier except as permitted by Texas law.

Colorado, Virginia, Connecticut, Utah, and Other States: Residents of states with comprehensive privacy laws have the rights described in the Your Privacy Rights section, including the right to opt out of targeted advertising, sale, and certain profiling, and the right to appeal a denied request.

Nevada: Nevada residents may submit a verified request directing us not to sell certain personal information. We do not currently sell personal information as that term is defined under Nevada law.

CHILDREN AND MINORS.

Minimum Age: The Services are not directed to children under 13, and we do not knowingly collect personal information from them. If you believe a child under 13 has provided us with

personal information, contact us at admin@posefitness.io and we will delete it, along with any model or other work product derived from it.

Users Aged 13 to 17: Users between 13 and 17 may use the Services only with the consent of a parent or legal guardian, who must review and accept the User Agreement and this Policy on the minor's behalf. We obtain parental consent before enabling camera-based features for a user we know to be under 18, and we obtain separate verifiable parental consent before using a minor's Movement Data or Fitness Information for model training.

Parental Rights: A parent or legal guardian may review the personal information we have collected from their child, request its deletion, refuse to permit its further collection or use, and withdraw consent to model training, by contacting us at admin@posefitness.io.

No Advertising to Minors: We do not sell or share the personal information of users we know to be under 16, and we do not serve targeted advertising to minors.

COOKIES, ANALYTICS, AND TRACKING.

What We Use: We and our service providers use cookies, local storage, software development kits, and similar technologies to keep you signed in, remember your preferences, measure feature usage, and diagnose errors.

Your Choices: You can control cookies through your browser settings and limit mobile advertising identifiers through your device settings. Disabling some technologies may affect how the Services function.

Global Privacy Control: We honor the Global Privacy Control and other recognized opt-out preference signals as a request to opt out of sale and sharing for the browser or device from which the signal is sent.

Advertising Technologies: We do not currently permit third-party advertising networks, tracking pixels, or advertising software development kits to collect information about your activity on the Services for their own purposes. If we introduce advertising technologies, we will disclose them in this Policy before they are deployed, we will not place them on any screen where Movement Data, assessment results, health or fitness information, or nutrition information is displayed or submitted, and we will obtain any consent that applicable law requires.

INTERNATIONAL USERS.

Where We Operate: The Services are intended for users in the United States, and our systems are operated in the United States. If you access the Services from outside the United States, you understand that your information will be transferred to, stored in, and processed in the United States, where data protection law may differ from the law of your jurisdiction.

THIRD-PARTY SERVICES AND LINKS.

Partner Links and Marketplace: The Services may contain links to third-party websites, partner storefronts, and marketplace offerings. Those third parties operate under their own privacy policies, and we are not responsible for their practices. We recommend reviewing the privacy policy of any site you visit.

App Stores: If you obtain the application or a subscription through a third-party app store, that store collects and processes information under its own policies.

CHANGES TO THIS POLICY.

How We Make Changes: We may update this Policy from time to time. We will post the revised Policy with an updated Effective Date.

Notice of Material Changes: Where a change is material, including any change that expands how we use Movement Data or consumer health data, we will provide notice through the Services or by email at least thirty (30) days before the change takes effect, and where applicable law requires consent for the new use, we will obtain that consent before applying it to information already collected.

Prior Versions: We will make the previous version of this Policy available on request.

CONTACT US.

How to Reach Us: Questions, requests, and complaints about this Policy may be directed to admin@posefitness.io, or by mail to POSE Fitness, LLC, 9109 Cherry Blossom Dr, Mars, Pennsylvania 16046.

Complaints: If you believe we have not complied with this Policy or with applicable privacy law, please contact us first so that we can address your concern. You may also lodge a complaint with your state attorney general.

WASHINGTON CONSUMER HEALTH DATA PRIVACY POLICY

Effective Date: November 17, 2026.

This policy is provided under the Washington My Health My Data Act and describes how POSE Fitness, LLC collects, uses, shares, and allows you to control consumer health data. It is separate from the POSE Fitness Privacy Policy.

CATEGORIES OF CONSUMER HEALTH DATA WE COLLECT.

Body and Movement Measurements: Body position, skeletal and joint-position estimates, pose and angle measurements, range of motion, repetition counts, tempo, symmetry and control measurements, and derived form and performance scores, together with the video and still images captured to produce those measurements.

Physical Measurements: Height, weight, age, and sex where you provide it.

Health Conditions and Status: Injury history, physical limitations, and training restrictions you choose to provide.

Nutrition, Hydration, and Sleep: Meals, calories, macronutrients, hydration, and sleep entries you log.

Fitness Activity: Workouts completed, training programs and assessments taken, goals, and activity streaks.

Inferences: Conclusions we draw from the categories above about your fitness, mobility, or physical condition.

SOURCES OF CONSUMER HEALTH DATA.

Directly From You: Information you enter in your profile, logs, goals, and forms within the Services.

From Your Device: Camera and sensor input captured when you enable camera-based assessments or live tracking.

From a Coach or Organization: Information provided by a coach, trainer, or organization you have connected with through the Services.

PURPOSES FOR COLLECTING AND USING CONSUMER HEALTH DATA.

To Provide the Services You Request: To generate assessments, form scores, feedback, progress tracking, and recommendations, and to deliver coaching you have requested.

To Secure the Services: To prevent fraud and abuse and to maintain the integrity and security of the Services.

To Develop and Improve Our Models: With your consent, to develop, train, validate, and improve our measurement, scoring, and recommendation models, in de-identified or aggregated form wherever practicable.

Uses We Do Not Make: We do not use consumer health data for advertising, and we do not sell consumer health data.

CATEGORIES OF CONSUMER HEALTH DATA WE SHARE.

What We Share: We share the categories of consumer health data described above with the recipients listed in the next section, limited in each case to what is necessary for the purpose involved.

THIRD PARTIES AND AFFILIATES WITH WHOM WE SHARE CONSUMER HEALTH DATA.

Service Providers: Our cloud hosting and infrastructure providers, our authentication provider, our error-monitoring and analytics providers, our email delivery provider, and our customer support provider. Each processes consumer health data only on our behalf and under contract.

Coaches, Trainers, and Organizations: Any coach, trainer, or organization you choose to connect with through the Services, for the purpose of delivering the coaching you requested.

Affiliates: POSE Fitness, LLC currently has no affiliates, and we do not share consumer health data with any affiliate.

Legal Requirements: Government authorities or other parties where disclosure is required by law or legal process.

YOUR RIGHTS.

Right to Confirm and Access: You may confirm whether we collect, share, or sell your consumer health data, and access that data, including a list of all third parties and affiliates with whom we have shared it together with contact information for each.

Right to Withdraw Consent: You may withdraw your consent to our collection of your consumer health data and, separately, to our sharing of it.

Right to Delete: You may request that we delete your consumer health data. On receiving a verified request, we will delete it from our records and notify all service providers, contractors, and other third parties to which we have shared it to delete it as well.

Right to Appeal: If we decline a request, you may appeal that decision as described below.

HOW TO EXERCISE YOUR RIGHTS.

Submitting a Request: Email admin@posefitness.io or use the privacy controls in the Services. We will respond within forty-five (45) days of receipt, and may extend that period by a further forty-five (45) days where reasonably necessary, with notice to you.

Verification: We will take reasonable steps to verify your identity before acting on a request.

Authorized Agents: You may designate an authorized agent to submit a request on your behalf.

Appeals: To appeal a declined request, email admin@posefitness.io with the subject line 'Washington Appeal.' We will respond within forty-five (45) days with a written explanation. If we deny the appeal, you may submit a complaint to the Washington State Office of the Attorney General at www.atg.wa.gov/file-complaint.