

Niacet Corporation

PRIVACY DISCLOSURES FOR CALIFORNIA RESIDENTS

These disclosures supplement the Privacy Policy (the “**Policy**”) of Niacet Corporation, a New York corporation, (“**Niacet**”), which can be found at www.niacet.com (the “**Site**”). They are provided pursuant to the California Consumer Privacy Act (the “**CCPA**”) and apply only to residents of California. Each capitalized term used, but not defined, in these disclosures shall have the meaning given to such term in the CCPA.

Required Disclosures

Categories of Personal Information Collected

The following categories of personal information are collected by Niacet:

- Identifiers (e.g. name, Internet protocol address, email address, physical address, phone number, and if applicable, human resource data relating to employees of Niacet or individuals applying to Niacet for employment);
- Internet and Network Activity Information; and
- Commercial Information.

Categories of Sources of Personal Information Collected

Niacet obtains categories of personal information from consumers using the Site, third parties using the Site acting on behalf of consumers, or third parties with whom or which Niacet has a business relationship.

Purposes for Collecting Personal Information

Niacet uses personal information collected by it for one or more of the following purposes:

- To achieve the purposes for which you, a third party acting on your behalf or a third party with whom or which Niacet has a business relationship provided personal information (e.g. if you provide personal information to request a price quote, ask a question about Niacet’s products or services, or order products or services, Niacet will use that information to respond to your inquiry or fulfill such order);
- To fulfill orders for products or services, or to process returns of products;

- To provide you with support, and to respond to your questions, regarding products and services of Niacet;
- To send e-mail messages, newsletters and other relevant information;
- To consider consumers for employment or employ consumers;
- To respond to requests from law enforcement or other governmental authorities;
- To comply with any applicable law or legal obligation;
- To prosecute or defend itself in a legal dispute or proceeding; and
- For any other business purpose permitted by the CCPA.

Categories of Third Parties with whom Niacet Shares Personal Information

Niacet shares personal information with categories of third parties that enable Niacet to achieve the purposes for which it collects personal information. Niacet does not sell any personal information to third parties.

Specific Pieces of Personal Data Collected

Niacet collects the following specific pieces of personal information:

- Names;
- E-mail addresses;
- Physical addresses; and
- Phone numbers.

Summary of Consumers' Rights

The following is a summary of a consumer's rights under the CCPA:

Access to Specific Information and Data Portability Rights

You have the right to request that Niacet disclose certain information to you regarding your personal information collected by Niacet as follows:

- The categories of personal information collected about you;
- The categories of sources of the personal information collected about you;
- Niacet’s business or commercial purpose for collecting or, if applicable, sharing your personal information;
- The categories of third parties with which or whom Niacet shares your personal information;
- The specific pieces of personal information collected about you; and
- If Niacet disclosed your personal information for a business purpose, a list of such disclosures, identifying the personal information categories that each category of recipient obtained.

Deletion Rights

You may request that Niacet delete any of your personal information retained by Niacet, subject to certain exceptions. Upon receiving and confirming your verifiable consumer request, Niacet will delete (and direct its service providers to delete) such personal information from Niacet’s (or such service providers’) records, except that Niacet may deny your request if retaining the personal information is necessary for Niacet (or one of its service providers) to:

- Complete the transaction for which Niacet collected the personal information, provide a good or service requested by you, take actions reasonably anticipated within the context of Niacet’s ongoing business relationship with you, or otherwise perform a contract between Niacet and you;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activity;
- Debug products to identify and repair errors that impair intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her free speech rights, or exercise another right provided by law;
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.);

- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent;
- Enable solely internal uses that are reasonably aligned with consumer expectations based on the consumer's relationship with Niacet;
- Comply with a legal obligation; and
- Make other internal and lawful uses of personal information that are compatible with the context in which you provided it.

Verifiable Consumer Requests

To exercise your rights described in these disclosures, you must submit a verifiable consumer request to Niacet as set forth in the Policy. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request relating to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows Niacet to reasonably determine you are the person about whom Niacet collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows Niacet to properly understand, evaluate, and respond to it.

Niacet cannot respond to your request or provide you with personal information if it cannot verify your identity or authority to make the request and confirm the personal information relates to you. Niacet will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Niacet's Response

Niacet endeavors to respond to a verifiable consumer request within 45 days of its receipt. If Niacet requires more time (up to an additional 45 days), Niacet will inform you of the reason

and extension period in writing. Niacet will deliver its written response by mail or electronically, at your option. Any disclosures provided by Niacet will only cover the 12-month period preceding receipt of the verifiable consumer request. The response provided by Niacet will, if applicable, also explain the reasons it cannot comply with a request. For data portability requests, Niacet will select a format to provide your personal information that is readily useable and should allow you to electronically transmit the information from one entity to another entity without hindrance.

Niacet does not charge a fee to process or respond to your verifiable consumer request, unless your verifiable consumer request is excessive, repetitive, or manifestly unfounded. If Niacet determines that any request warrants a fee, it will tell you why a fee is warranted and provide you with a cost estimate before completing your request.

No Discrimination

Niacet will not discriminate against you for exercising any rights under the CCPA. In particular, if you exercise any such rights, Niacet will not:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

However, Niacet may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any such financial incentives offered by Niacet will reasonably relate to your personal information's value and contain written terms that describe the material aspects of such financial incentives. Your prior opt-in consent, which you may revoke at any time, is required before you obtain such financial incentives.

Revisions

Niacet may revise these disclosures from time to time by posting the revisions on the Site. Any such revision will take effect immediately upon such posting, but will only relate to personal information collected after such revision is posted, unless some other date is required by any applicable law. It is your responsibility to periodically check the Site for revisions to these disclosures.

Dated: April 15, 2021