

## JUUL Labs UK Ltd. Terms of Service

Effective Date: July 17, 2018

### 1. General Statement / website Term of Use

We are Juul Labs, a company registered in England and Wales as Juul Labs UK Ltd.

These are the terms and conditions on which we supply products to you (referred to throughout these terms as “Terms of Service” or “Terms”). Please read these Terms carefully before you create an account with us. These Terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

When referring to our own products that we sell on our website, we use the term “Products”.

We limit the purchase of Products through our website to individuals that are 18 years of age, by creating an account with us you agree that you are at least 18 years of age. Additionally, it is your responsibility to check and understand the local laws in your own country regarding the legal purchasing age in order to purchase from or access our website (if you are purchasing from outside of the UK). JUUL Labs does not guarantee that compliance with these Terms of Service will be sufficient to comply with your obligations under applicable laws where you reside or where you use the website.

JUUL Labs may, and reserves the right to, from time to time modify, limit, change, discontinue, or replace the Website and these Terms of Service at any time. While we will endeavor to let you know when we update these Terms, we would recommend that you review these Terms on a regular basis to keep yourself informed of any modifications, limitations, changes or replacements. Your ongoing use of the Website indicates acceptance of such modification, limit, change, discontinuance or replacement.

Please read these Terms of Service carefully to ensure that you understand each provision.

### 2. Eligibility, Safety Acknowledgment, and Registration for a Juul.co.uk Account

These terms apply to the use of our website, creation of accounts with us and the orders that you place with us. You must read and agree to these Terms before using the website. Any use of an account on the website by anyone under 18 years of age is strictly prohibited and in violation of these Terms.

We have these strict rules relating to use of our website because our website contains age-regulated products, most of which include minimum purchasing and usage age requirements. We take the prevention of underage use very seriously; JUUL Products and all other nicotine products should never be used by anyone under the legal age.

An age-verification check will occur (in accordance with our Privacy Policy) during the registration process in order to confirm that you are of legal purchasing age. Only persons 18 years of age and that have been age-verified can purchase Products and participate in any promotions or offers from the website. Due to age-restriction laws and regulations, we may use your provided information to conduct age-verification for your purchases and may deny or cancel your purchases due to such regulations, as with all personal information that we receive, this will also be handled and processed in accordance with our Privacy Policy.

Additionally, no tobacco-based or nicotine product should be considered safe. If you have any health concerns about use of JUUL or any other tobacco product, we recommend that you consult with your GP. Inhalation of e-vapour from JUUL may aggravate existing respiratory conditions and ingestion of nicotine may cause other conditions (such as an increase your heart rate and blood pressure and cause dizziness, nausea, and stomach pain). If you do not currently use nicotine containing products, we recommend that you do not start.

In order to purchase from the website you must complete the registration process to obtain a user account. You will be required to provide your name, address, e-mail address, phone number and date of birth. You must provide complete and accurate information about yourself during the registration process, you also have an ongoing obligation to update this information if and when it changes so please review this regularly.

When you create an account, you will be required to create a user ID and password. In doing so, you agree the following:

- You will not share your user ID and password with anyone else.
- Only you will use your account.
- You will contact JUUL Labs using the contact details at the bottom of these Terms immediately in the event you become aware of unauthorised access to your account.
- You are responsible for all activity that takes place in connection with your account.
- You will not create more than one account.

If you do not understand the consequences of agreeing to any of the above, or do not agree to any of the above, please contact us before proceeding to create an account with us.

By registering and obtaining an account you affirm that you will comply with these Terms and your registration constitutes your consent to enter into agreements with us electronically.

### **3. Termination of Account**

We reserve the right to restrict access to, suspend, disable, terminate, and/or delete your account for any reason that we deem necessary. In the event your account is suspended, disabled, terminated, or deleted, your only option is to request reinstatement of your account by contacting JUUL Labs using the contact details at the bottom of these Terms. You may not open alternate accounts. Nothing in these Terms of Service will or are intended to affect your statutory rights, for example your right to replacement Products if the Products you have purchased have a fault.

### **4. Electronic Communication – [www.juul.co.uk](http://www.juul.co.uk) Account Specific**

With the creation of an account you agree that we may send to you electronic notices or other communication regarding this website. These types of electronic communications will be sent to the email address that was provided during registration and/or the email address associated with your account.

We will only use your personal information as set out in our Privacy Policy. The contents of any communication are effective when sent, regardless of when you receive or whether you read the communication. You can stop receiving these notices and communications at any time with the deactivation of your account.

### **5. Electronic Communication – Marketing Communication**

By providing your email address and/or subscribing to JUUL Labs' Newsletter, you are representing that you are of legal age to receive such communications (at least 18) and will receive electronic communications and exclusive offers. These exclusive offers may be unavailable depending on your location. JUUL Labs' Product materials are not intended to imply that the Products have been evaluated by any relevant regulatory authority unless this is explicitly stated. This Product is not intended to diagnose, treat, cure, or prevent any disease.

The email address provided will be used solely by JUUL Labs and will not be sold to, shared with, or otherwise disclosed to other parties, except as permitted under our Privacy Policy. You can choose to stop receiving these offers at any time by filling out an unsubscribe request, using the unsubscribe option on communications or contacting us using the contact information on the website.

### **6. Communications with JUUL Labs**

Customers and visitors are encouraged to forward comments or other communications to JUUL Labs via [www.juul.co.uk](http://www.juul.co.uk) or via e-mail. We request, as a condition of you having an account with us, that you will not transmit content to JUUL Labs that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and/or does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam".

We request, as a condition of you having an account with us, that you will not use a false e-mail address, impersonate a third party person or entity, or otherwise mislead JUUL Labs as to the origin of a communication. Communications violating the restrictions of this paragraph shall constitute a violation of these Terms of Service, and may result in the termination of your account at the sole discretion of JUUL Labs.

## **7. Payment**

You agree to pay for all purchase orders you place through the website.

Except where noted otherwise, the prices displayed for JUUL Labs' Products represent the full retail price (including VAT) listed on the Product itself. All prices are quoted and payable in GBP (British pounds), regardless of where an order is placed or shipped. Foreign exchange rates apply and may depend on the date your order was placed.

In the event that you dispute the amount or validity of any payments made to JUUL Labs through this website, you must notify JUUL Labs in writing, within ten (10) days of payment, of any such dispute by mail or by email at the address or email address listed below.

You agree that you will pay all reasonable costs and expenses of collection, including reasonable legal fees, incurred by Juul Labs in the event of failure to make payment.

## **8. Cancellation Policy**

Orders submitted cannot be cancelled once they have been dispatched for delivery. Generally, this is within twenty-four (24) hours from the time that the order was submitted. To cancel an order placed before dispatch, please contact JUUL Labs Support at [support.uk@juul.com](mailto:support.uk@juul.com) as soon as possible. This does not affect your general right to change your mind and return a Product as described in paragraph 9 below.

## **9. Return Policy**

These terms only apply to purchases made from our website, and do not cover purchases made from an authorised JUUL Labs retailer. If you have any issues with such purchases (from an authorised JUUL Labs retailer) you should speak with the relevant retailer where you purchased the Products in the first instance.

You have the right to withdraw from the purchase agreement with JUUL Labs and to return any new unused item purchased through the website for a refund without giving any reason up to fourteen (14) days following the receipt of the item purchased. To exercise the right of withdrawal, you must inform us of your decision to withdraw from the purchase agreement by contacting JUUL Labs Support at [support.uk@juul.com](mailto:support.uk@juul.com).

If you withdraw, JUUL Labs will reimburse to you all payments received from you, including the costs of shipment. We will not however reimburse you for any supplemental costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us at the time of purchase (e.g. if you paid extra for next day delivery we will only reimburse you for our standard delivery option).

If you elect to withdraw, you must return the new, unused item purchased to JUUL Labs within fourteen (14) days of notifying us of your election. We may withhold reimbursement until we have received the purchased item or you have provided us with evidence that you have sent back the item, whichever is earliest. No refunds will be issued for items not returned within fourteen (14) days of notifying JUUL Labs that you would like to return the items for a refund.

Because of the nature of the Products sold through the website, for sanitary reasons, JUUL Labs accepts returns of and will issue refunds only for new and unused devices. If the tamper proof seal is broken we will be unable to accept the returned Product and we will not issue a refund.

## **10. Damaged/Incomplete/Incorrect Orders**

When purchasing items through the website, you have a legal right to receive goods which are as described, fit for purpose and of satisfactory quality.

You agree to inspect any goods purchased upon receipt of your purchase order as soon as possible. Please report damaged, incorrect, or incomplete orders to us as soon as possible.

If you received an order shipped from JUUL Labs that is damaged, incorrect, or incomplete, please contact JUUL Labs Support at support.uk@juul.com immediately to explain the problem with your order and to request a refund or replacement goods. JUUL Labs may require you to return damaged items, in which case JUUL Labs will pay for the cost of return shipment.

JUUL Labs do not offer a general repair service for damaged devices nor does JUUL Labs provide spare parts for repair. This does not affect your right to replacement Products where such rights exist.

#### **11. Product Resale or Other Exploitation Prohibited**

You agree not to sell, resell, distribute or make available to others, or otherwise use or exploit for any commercial purposes (including, without limitation, in contests, sweepstakes and/or giveaways) any portion of any Products or services purchased from this Website or otherwise obtained from JUUL Labs or a JUUL Labs representative without prior written permission of an authorized representative of JUUL Labs. Any person or entity that sells, resells, distributes or makes available to others, or otherwise uses or exploits any Products or services for commercial purposes without such prior written permission will void the product warranty and may be subject to civil action and/or criminal penalty, as prescribed by law.

#### **12. Counterfeiting**

The fight against unauthorised sales and counterfeiting is a long-term commitment to quality and service that is taken seriously by JUUL Labs. We advise consumers to be cautious when purchasing Products from unauthorised resellers as the quality, reliability and safety of these Products is uncertain and in some cases, may expose the user to serious dangers not encountered with genuine JUUL Labs Products.

Please refer to our “Authorised Retail Location” webpage or contact JUUL Labs Support to learn more about authorised dealers. Any Product purchased outside of our exclusive sales network runs the risk of being counterfeit and is not guaranteed under our extended warranty.

JUUL Labs will not assist with resolving issues pertaining to the purchase of counterfeit products nor will JUUL Labs provide refunds for such purchases.

#### **13. Third Party Links**

This website may contain links to third-party websites. JUUL Labs does not intend these links to be viewed as an endorsement of those websites or their content. If you decide to access third-party websites, you do so at your own risk. Different terms of use will likely apply to any third-party website.

#### **14. Privacy Statement**

For more information about how we use and protect your personal information you may provide through our website, please review the website’s Privacy Policy.

#### **15. Governing Law**

These Terms are governed by English law and you can bring legal proceedings in respect of the Products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.

#### **16. Trademarks and Copyright**

This website features various forms of “intellectual property” such as trademarks, service marks, logos, text, software, files, graphics, photos, images, design, music, video and data that are the property of JUUL Labs and its affiliates.

This website also may include intellectual property rights belonging to other third parties. All of these intellectual property rights are the property of their respective owners, and you agree not to use them in any manner without the prior permission of the applicable owner. This website and all of its content are protected under copyright, trademark and other relevant intellectual property laws of the United Kingdom and other countries.

## 17. Use of Material from this website

All content of this website, including but not limited to, any text, software, files, graphics, photos, images, designs, music, musical compositions, video, audio visual works, and data found on this website (which we collectively refer to as the “**Materials**”), are the property of and owned by JUUL Labs or JUUL Labs Group companies or its licensors, and are protected by copyright, trademark, and/or other laws.

Although we make all reasonable efforts to ensure that the content of the website is updated and corrected, we do not guarantee the accuracy of any content; the material contained on this website may contain inaccuracies and typographical errors. The images of the Products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product may vary slightly from those images. The packing of Products may also vary from that shown in images on our website.

We reserve the right to remove content for any reason, but we are not responsible for any failure or delay in removing such material. Changes are periodically made to the website and may be made at any time period. If you download any materials from this website, you do so at your own discretion and risk.

## 18. Disclaimers of Warranty and Limitation of Liability

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is “foreseeable” if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products as summarised at paragraph 10.

We are not liable for business losses. We only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 19. Miscellaneous

**Severability:** A finding that any term or provision of these Terms of Service is invalid or unenforceable will be removed from these Terms of Service and will not affect the validity or enforceability of the remaining Terms of Service.

**Assignment:** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our permission, but may be assigned by JUUL Labs without restriction.

No waiver by JUUL Labs of any breach of these Terms of Service is effective unless in writing.

All notice required or permitted under these Terms of Service can be made in writing by mail or by email to: [support.uk@juul.com](mailto:support.uk@juul.com)

## Introduction

Welcome to Juul's privacy policy.

Juul respects your privacy and is committed to protecting your personal data. This privacy policy will inform you as to how we look after your personal data when you visit our website or mobile app

(regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

This privacy policy is designed to be transparent and accessible although some of the words and phrases used come from data protection regulations, please also use the Glossary to understand the meaning of some of the terms used in this privacy policy.

If there is anything within this privacy policy that you do not understand or cannot access, please contact our support.uk@juul.com using the details provided in the “Controller” section below.

## **Important information and who we are**

### Purpose of this privacy policy

This privacy policy aims to give you information on how Juul collects and processes your personal data through your use Juul’s website, including any data you may provide through this website when you sign up to our newsletter mailing list or purchase a product or service.

This website is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this privacy policy together with any other privacy policy or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements the other notices and is not intended to override them.

### Who is the “Controller” of your personal data?

Juul is made up of different legal entities. This privacy policy is issued on behalf of the Juul Group of companies so when we mention "Juul", "we", "us" or "our" in this privacy policy, we are referring to the relevant company in the Juul Group of companies responsible for processing your data. Juul Labs UK is the controller and responsible for this website.

[We have appointed a data protection officer (DPO) who is responsible for overseeing questions in relation to this privacy policy. If you have any questions about this privacy policy, including any requests to exercise your legal rights, please contact the DPO using the details set out below.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

### Changes to the privacy policy and your duty to inform us of changes

This version was last updated on July 17, 2018.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

## Third-party links

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

## The data we collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

**“Identity” data** includes first name, last name, username (or similar identifier), marital status, title, date of birth and gender.

**“Contact” data** includes billing address, delivery address, email address and telephone numbers.

**“Financial” data** includes bank account and payment card details.

**“Transaction” data** includes details about payments to and from you and other details of products and services you have purchased from us.

**“Technical” data** includes internet protocol (IP) address, mouse tracking, links clicked, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.

**“Profile” data** includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.

**“Usage” data** includes information about how you use our website, products and services.

**“Marketing and Communications” data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share “Aggregated Data” such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data or Technical Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

### **A note on age verification**

The products that we sell on our Website are highly regulated and age-restricted. We are required and committed to preventing sales to anyone under the legal purchasing age. We will only send you marketing materials and information that encourage or facilitate a purchase of our products after you have certified that:

you are a of legal purchasing age for the product you wish to purchase;

that you wish to be added to our mailing list for the purpose of receiving transactional offers and advertising from a regulated company; and

that you understand that providing false information may constitute a violation of the law.

Before you can make a purchase from a product specific newsletter mailing list, we will verify your age through a non-affiliated third party company to perform an age and identify verification check in order to comply with our obligations to only sell our products to those at or over the legal purchasing age. We utilise these trusted verification services to verify the information that you provide and ensure that you qualify to access and purchase products from our website. Where your data is shared with a third party company in order to perform an age and identify verification check such data sharing shall always be done by us in accordance with this policy.

In some cases, we might not be able to verify your age and/or identity through their verification service. If you are unable to verify your age with the requested information, you will be requested to upload a copy of appropriate photo-ID that our team can manually verify your date of birth. Photo ID's that are uploaded for this purpose will also always be used and stored in accordance with this policy.

Find out more about our youth prevention programme here: <https://www.juul.co.uk/youth-education-awareness-and-prevention>.

### **How is your personal data collected?**

We use different methods to collect data from and about you including through:

Direct interactions. You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you

purchase our products;

create an account on our website;

subscribe to our publications;

request marketing to be sent to you;  
enter a competition, promotion or survey; or  
give us some feedback.

Automated technologies or interactions. As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our cookie policy for further details.

Third parties or publicly available sources. We may receive personal data about you from various third parties and public sources as set out in our age verification process as stated in paragraph 0 above.

Technical Data from the following parties:

analytics providers such as Google based outside the EU;  
advertising networks  
search information providers

Contact, Financial and Transaction Data from providers of technical, payment and delivery services

Identity and Contact Data from data brokers or aggregators

Identity and Contact Data from publicly available sources

### **How we use your personal data**

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

Where we need to perform the contract we are about to enter into or have entered into with you.

Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

Where we need to comply with a legal or regulatory obligation.

Generally we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.

### **Purposes for which we will use your personal data**

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

<b>Purpose/Activity</b>	<b>Type(s) of data (see paragraph 0 for further details)</b>	<b>Lawful basis for processing including basis of legitimate interest</b>
To register you as a new customer	<ul style="list-style-type: none"> <li>• Identity</li> <li>• Contact</li> <li>• Profile</li> </ul>	Performance of a contract with you
To process and deliver your order including: <ul style="list-style-type: none"> <li>• Manage payments, fees and charges</li> <li>• Collect and recover money owed to us</li> </ul>	<ul style="list-style-type: none"> <li>• Identity</li> <li>• Contact</li> <li>• Financial</li> <li>• Transaction</li> <li>• Marketing and Communications</li> </ul>	<ul style="list-style-type: none"> <li>• Performance of a contract with you</li> <li>• Necessary for our legitimate interests (to recover debts due to us)</li> </ul>
To manage our relationship with you which will include: <ul style="list-style-type: none"> <li>• Notifying you about changes to our terms or privacy policy</li> <li>• Asking you to leave a review or take a survey</li> </ul>	<ul style="list-style-type: none"> <li>• Identity</li> <li>• Contact</li> <li>• Profile</li> <li>• Marketing and Communications</li> </ul>	<ul style="list-style-type: none"> <li>• Performance of a contract with you</li> <li>• Necessary to comply with a legal obligation</li> <li>• Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)</li> </ul>
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	<ul style="list-style-type: none"> <li>• Technical</li> <li>• Usage</li> </ul>	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	<ul style="list-style-type: none"> <li>• Identity</li> <li>• Contact</li> </ul>	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)

	<ul style="list-style-type: none"> <li>• Profile</li> <li>• Usage</li> <li>• Marketing and Communications</li> <li>• Technical</li> </ul>	
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	<ul style="list-style-type: none"> <li>• Identity</li> <li>• Contact</li> <li>• Technical</li> </ul>	<ul style="list-style-type: none"> <li>• Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)</li> <li>• Necessary to comply with a legal obligation</li> </ul>
Age verification (for more details see further details at paragraph 0)	<ul style="list-style-type: none"> <li>• Identity</li> <li>• Contact</li> </ul>	<ul style="list-style-type: none"> <li>• Performance of a contract with you</li> <li>• Necessary to comply with a legal obligation</li> </ul>

**Marketing**

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

Promotional offers from us

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us and, in each case, you have not opted out of receiving that marketing.

Third-party marketing

We will get your express opt-in consent before we share your personal data with any company outside the Juul group of companies for marketing purposes.

Opting out

You can ask us or third parties to stop sending you marketing messages at any time by contacting us at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, warranty registration, product/service experience or other transactions.

## Cookies

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. Please see our cookie policy for more information.

## Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## **Disclosures of your personal data**

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 0 above.

Internal Third Parties (full details of which are included in the Glossary at the end of this policy).  
Note that these Internal Third Parties are not necessarily within the European Economic Area (EEA).

External Third Parties (full details of which are included in the Glossary at the end of this policy).

Specific third parties where such are stated in the table at paragraph 0 above (purposes for which we will use your personal data), e.g. with age verification partners.

Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

Please note: The products sold on this website are highly regulated by various governing agencies. It may become necessary to share the information that we collect in accordance with the terms of this policy with such agencies to comply with laws, a judicial proceeding, court order, or other legal requests.

### **International transfers**

We share your personal data within the Juul Group. This will involve transferring your data outside the European Economic Area (EEA).

We ensure your personal data is protected by requiring all our group companies to follow the same rules when processing your personal data. These rules are called "binding corporate rules". For further details, see [European Commission: Binding corporate rules](#).

Many of our external third parties are based outside the European Economic Area (EEA) so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see [European Commission: Adequacy of the protection of personal data in non-EU countries](#).

Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see [European Commission: Model contracts for the transfer of personal data to third countries](#).

Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US. For further details, see [European Commission: EU-US Privacy Shield](#).

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

### **Data security**

We take the security of your information extremely seriously and employ physical, administrative, and technological safeguards designed to preserve the integrity and security of all information collected through our website. Our services support the industry standard Secure Socket Layer (SSL) encryption which is applied to all data transmitted so it cannot be read by others. In addition, if you are using a shared computer to access our website, we recommend that you log out of your account before ending your browser session. This will also ensure that your account will not be used by anyone other than yourself.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## **Data retention**

How long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances you can ask us to delete your data: see the “request erasure” legal right below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## **Your legal rights**

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Full details of these rights can be found in the Glossary at the end of this policy and on the European Commission website [here](#). In summary, these rights are the right to:

- Request access to your personal data.
- Request correction of your personal data.
- Request erasure of your personal data.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

If you wish to exercise any of the rights set out above, please contact us.

No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security

measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

#### Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## Glossary

### LAWFUL BASIS

**Legitimate Interest** means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us

**Performance of Contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

**Comply with a legal or regulatory obligation** means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

### THIRD PARTIES

#### Internal Third Parties

JUUL Labs, Inc. acting as joint controllers and who are based the USA and provide IT and system administration services.

#### External Third Parties

- Service providers acting as processors based outside of the EEA who provide IT and system administration services including cookies/user experience/analytics.
- Professional advisers acting as processors including lawyers, bankers, auditors and insurers based outside the EEA who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.
- Veratad Technologies acting as processors who are based in the USA and provide age verification services.

## YOUR LEGAL RIGHTS

You have the right to:

Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.