Consumer Health Data Privacy Policy

Effective date: November 23, 2026.

Previous version: Consumer Health Data Privacy Policy — Archived before 2026-11-23 revision.

This FitX Brands Inc. supplement applies only to consumer health data protected by applicable US state privacy laws, including Washington's My Health My Data Act and Nevada's consumer-health data law. It explains how we support your fitting needs, who receives covered information, and your rights. Our general Privacy Policy covers other personal information.

Information sources and purposes

Covered information may include symptoms, diagnoses, conditions, health-related feedback, or orthotics details revealing protected health information; covered health inferences; and scan or fit information meeting an applicable legal definition. Linked contact, visitor, and account identifiers are included where covered.

Toe room, heel hold, shoe tightness, foot dimensions, or insert space are not treated as health information merely because they concern footwear fit. We apply the relevant legal definition based on content and use, including where a record reveals a protected condition.

Sources include information you submit in conversations, fitting, orders, and support, scan results from Volumental, and our analysis of these records. Relevant information helps us remember your fit needs, answer and continue questions, personalize and make footwear, assess fit, and handle support and remakes. Necessary service processing follows applicable statutory exceptions.

Additional uses to improve the footwear, fit guidance, and support we provide to you may include internal research and evaluation of our AI-assisted guidance. We may also use permitted records to understand purchase needs or concerns and provide relevant FitX communications or offers. We use applicable statutory exceptions where available and obtain purpose-specific consent where required before processing. We may also use information meeting the applicable legal de-identification standard. Recordings and analysis containing covered information follow these requirements. Consent requests specify the information, purposes, recipient categories, and withdrawal method; required sharing consent is obtained separately.

You can receive the fitting and support you request without agreeing to optional research or marketing uses.

Information recipients

Contracted hosting, AI, support, research, communication, and record-management providers may process covered information for these permitted purposes. PostHog supports permitted analysis and replay; Google Cloud supports storage and processing; Microsoft supports fit

review; and Notion supports customer records and research. Crisp supports live chat with our team, including covered information in your messages and in your conversation with our AI fit assistant, which our team can read there and join. PagerDuty alerts our team to unread chat messages without receiving their text or your contact details. AI, grading, and recommendation services process relevant context. Providers acting on our behalf follow applicable agreements and instructions.

Volumental collects scanning images within its own service under its Privacy Policy. FitX receives models and measurements rather than the original photos. Manufacturing and fulfillment providers receive covered information only as needed to make and deliver your requested product, under appropriate terms.

We do not send covered health information to advertising platforms or sell it. Authorized teams and contracted customer-record, research, or communication providers may process it for the permitted service, research, or FitX communication purposes described above. We do not currently share covered health information with corporate affiliates.

Where required, we obtain distinct consent before sharing with an independent third party. New categories, recipients, or purposes follow applicable notice and consent requirements. We do not authorize advertising platforms to collect covered health information through our integrations for cross-site health tracking.

Retention

Retention follows section 6 of our Privacy Policy, subject to applicable health-data rights, consent, and earlier commitments. Health-data deletion requirements govern covered records and required provider follow-through.

Your rights and requests

Email **hello@fitxlab.com** with your request and the email you provided, if any, or other useful locating information. You may request confirmation, access and required recipient information, withdrawal of applicable collection or sharing consent, or deletion. We use commercially reasonable authentication without requiring a new account. If authentication is unsuccessful, we explain the outcome and any available appeal.

We respond without undue delay within applicable deadlines. Washington requests generally receive a response within 45 days of receipt; Nevada requests generally within 45 days after authentication, with covered health-data deletion within 30 days after authentication. Permitted extensions are explained. Required deletion covers our records and notices to relevant recipients and processors; archived and backup records follow the applicable statutory conditions and deadlines. Other applicable laws may provide different rights or periods.

If we decline a request, you may appeal by replying to our decision. We respond within 45 days, or the period required by another applicable law, with our reasons and any required route to

complain to the appropriate state regulator. Washington consumers may contact the Attorney General at https://www.atg.wa.gov/file-complaint.

Requests and appeals can be handled through the same monitored inbox. You may also write to FitX Brands Inc., 600 N Broad Street, Suite 5-912, Middletown, DE 19709.