

Privacy Statement

Effective January 1, 2020

Sientra, Inc. and its affiliates (hereinafter "Sientra") collect Personal Information in order to connect, communicate and provide services to you. This Privacy Statement is incorporated by reference to the Sientra, Inc. Terms of Use. This Privacy Statement applies to all Sientra online or digital services, including but not limited to www.sientra.com, and other Sientra websites and other applications (including mobile applications) that link to this Privacy Statement (collectively the "Site"). The purpose of this Privacy Statement is to inform you how we may collect and use Personal Information and the choices you have regarding our use of, and your ability to review and correct the Personal Information collected. Sientra may update this Privacy Statement at any time by publishing an updated version to the Site. You can access the most current version of this Privacy Statement at any time on this Site.

1. Personal Information We May Collect

"Personal Information" is any information that can be used to identify, locate, or contact you, as well as other information that may be associated with such Personal Information. We may collect several types of Personal Information from and about users of the Services, including the following:

- **Identification Information**, such as your first name, last name or job title;
- **Contact Information**, such as your phone number(s), mailing address, email address, and social media account or handle where appropriate;
- **Relationship Information**, such as products, treatments and health conditions that you have undergone, or which are of interest to you
- **Preference Information**, such event registration or mailing list data, preferences and interests, subscriptions, downloads.
- **Job Applicant Information**, such as your Contact Information, resume, previous work experience, education transcript, driver's license information, social security number, and other data provided by you or third parties (e.g. recruiters) on our website or offline.
- **Financial and Account Information**, such as credit card number, bank account numbers, social security numbers, tax identification numbers and purchase history;
- **Geo-location Information**, as may be transmitted by your smart phone or other location aware devices; and/or
- **Cookie and Device Information**, such as information about your visit of our website, IP address, device identifiers, browser type and version, operating system and network location and time zone setting. See Section 7. Cookies and Other Data Collection for more information.

2. How We Collect Information

In most cases, we collect Personal Information directly from you. We will ask you for Personal Information when you interact with us, such as registering on our websites, using any interactive features or applications, signing up to receive a newsletter or information about events, making a direct purchase, submitting a warranty claim, or applying for employment. We may collect additional data from third party data suppliers who enhance our files or from social media sites such as Facebook, if you like our pages or join our communities.

If you interact with us online, we use cookies and other technological tools to collect data about your computer and your use of our website and applications. If you use a mobile application that Sientra has developed, that application will inform you of the data that the mobile application collects and what information it may transfer to Sientra. In general, you can visit many of our website pages without telling us who you are or revealing any Personal Information. We treat this data as Personal Information, only when it, or other data that is associated with it, can be used to identify you. For more information about cookies and other technologies, please see the "Cookies and Other Data Collection" below

3. How Sientra Uses Personal Information

Sientra may use your Personal Information for its business purposes, such as:

- **Communications.** Informational and operational purposes, such as account management, customer service, order confirmation, to respond to your request, to respond to and investigate a complaint, warranty service for certain products, and/or where you have subscribed to receive email or text notices;
- **Marketing.** We may use Personal Information to provide you with product updates, information about new products, and special offers and promotions;
- **Special Programs.** We may use data to administer promotional programs, such as sweepstakes, reward or rebate programs;
- **Product Safety.** Adverse event reporting, communicating with you about product safety
- **Website Performance and Optimization.** By visiting this site some data may be automatically collected to enhance your website visit and provide us with information regarding usage patterns.
- **General Business.** Payment processing and account management, contract management, fulfillment, analytics, fraud prevention, reporting and legal compliance.
- **Employment.** If you apply for a job with Sientra, we use your Personal Information to consider you for employment.

4. When and Why Personal Information is Disclosed by Sientra

Sientra does not share Personal Information collected with any unrelated third-party without your permission, except as otherwise provided in this Privacy Statement. **Sientra does not sell, rent, share or otherwise distribute Personal Information to any third-party for their marketing purposes.**

In the ordinary course of business, we will share some Personal Information with companies that we hire to perform services or functions on our behalf. For example, we may use different vendors or suppliers to ship products ordered. In all cases in which we share your Personal Information with a third-party, we will not authorize them to keep, disclose or use your Personal Information with others except for the purpose of providing the services we asked them to provide. We may disclose your Personal Information, in conjunction with a corporate sale, merger, dissolution, or acquisition and/or as needed to support external auditing, compliance and corporate governance functions.

We may be legally compelled to release your personal information in response to a court order, subpoena, search warrant, law or regulation. We may cooperate with law enforcement authorities in investigating and prosecuting website visitors who violate our rules or engage in behavior which is harmful to other visitors (or illegal).

IMPORTANT NOTE: In addition to the ways that we may keep, disclose, and use information described in this Privacy Statement, we also may keep, disclose, and use Personal Information that you give us through in ways that we believe are consistent with FDA and other governmental guidance, directions, regulations, and laws.

We may remove Personal Information and use the deidentified information for historical, statistical, or scientific purposes. Our websites may contain links to other websites not affiliated with Sientra. Be aware that we are not responsible for the privacy practices of other websites. We encourage you to review the privacy statements of any websites that you visit through a link on our website.

5. Information Security

Sientra takes steps to ensure that your Personal Information is treated securely and in accordance with this Privacy Statement. Unfortunately, the Internet cannot be guaranteed to be 100% secure, and we cannot ensure or warrant the security of any Personal Information you provide to us. We do not accept liability for unintentional disclosure.

By using the websites that link to this Privacy Statement or providing Personal Information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Site. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Site or sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please notify us at privacy@sientra.com.

6. Consent to Processing in the United States and Elsewhere.

The Site is owned and operated by Sientra in the United States, but the due to the nature of the Internet, we may transmit information to another country, but remaining within our system, for purposes other than direct marketing, such as for storage, or because of where our servers are located. If you are visiting this site from another country outside of the United States, your communications with us will result in the transfer of data across international boundaries. The level of protection for Personal Information is not the same in all countries, however Sientra will take the security measures described in this Privacy Statement in an effort to keep your data secure. By using this Site, you consent to the collection, storage and processing of your data in the United States and in any country to which we may transfer your data in the course of our business operations.

7. Cookies and Other Data Collection

When you visit our website or use our mobile applications, we collect certain Personal Information by automated means, using technologies such as cookies, pixel tags, browser analysis tools, server logs and web beacons.

For example, when you visit our websites, we place cookies on your computer. Cookies are small text files that websites send to your computer or other Internet-connected device to uniquely identify your browser or to store data or settings in your browser. Cookies allow us to recognize you when you return. They also help us provide a customized experience and enable us to detect certain kinds of fraud.

Pixel tags and web beacons are tiny graphic images placed on website pages or in our emails that allow us to determine whether you have performed a specific action. When you access these pages or open or click an email, the pixel tags and web beacons generate a notice of that action. These tools allow us to measure response to our communications and improve our web pages and promotions.

We collect many different types of data from cookies and other technologies. For example, we may collect data about the device you use to access our website, your operating system type, browser type, domain, and other system settings, as well as the language your system uses and the country and time zone where your device is located. Our server logs also record the IP address of the device you use to connect to the Internet. An IP address is a unique identifier that devices use to identify and communicate with each other on the Internet. We may also collect data about the website you were visiting before you came to our Site and the website you visit after you leave our Site. We may also use vendors, such as Google Analytics, to place cookies and collect data to enable certain services we use such as site analytics and security services, and the data may be disclosed to our vendors such as Google, for these purposes.

In many cases, the data we collect using cookies and other tools is only used in a non-identifiable way, without any reference to Personal Information. For example, we use data we collect about all website users to optimize our websites and to understand website traffic patterns.

In some cases, we do associate the data we collect using cookies and other technology with your Personal Information. This Privacy Statement governs how we use that data when we associate it with your Personal Information.

Sientra uses third party advertising companies to perform tracking and reporting functions and place advertisements on our website as well as other websites such as Google and Facebook. These third-party advertising companies may place cookies on your computer when you visit our website or other websites so that they can display targeted advertisements to you. These third-party advertising companies do not collect Personal Information in this process, and we do not give any Personal Information to them as part of this process. However, this Privacy Statement does not cover the collection methods or use of the data collected by these providers. For more information about third party advertising, please visit the Network Advertising Initiative (NAI) at www.networkadvertising.org.

8. Social Media Plugins

Some of Sientra's online or digital services use social media plugins (e.g., the Facebook "Like" button, "Share to Twitter" button, or Instagram "Like" button) to enable you to easily share information with others. When you visit our Site, the operator of the social plugin can place a cookie on your computer, enabling that operator to recognize individuals who have previously visited our Site. If you are logged into the social media service (e.g., Facebook, Twitter, Instagram) while browsing on our Site, the social plugins allow that social media websites to share data about your activities on our website with other users of their social media website. For example, Facebook Social Plugins allows Facebook to show your Likes and comments on our pages to your Facebook friends. Facebook Social Plugins also allows you to see your friends' Facebook activity on our website. Sientra does not control any of the content from the social media plugins. For more information about social plugins from other social media websites you should refer to those sites' privacy and data sharing statements.

9. Do Not Track

Do Not Track ("DNT") is a privacy preference that you can set in your web browser to send a message to the website operator requesting not to be tracked. Currently websites linked to this Privacy Statement do not respond to these DNT signals. For more information about DNT, visit <https://allaboutdnt.com>. Find-A-Provider Functions.

Sientra provides "Find-A-Provider" function on some of our websites. If you choose to use this function, we will collect the Personal Information you provide and, if applicable, share it with the Provider you selected as directed by you. Sientra uses this data for the purpose of connecting you with the physician and may send a onetime optional follow up survey regarding your experience.

10. Access and Correction

Sientra takes reasonable measures to maintain updated and accurate Personal Information and we respect your right to access and correct your Personal Information. You may update your Personal Information at any time by contacting us via email at privacy@sientra.com. You can also write us at the address in the "Contact Us" section below. If you send us a letter, please provide your name, address, email address, and detailed information about the change(s) you would like to make.

11. California Resident Rights

If you reside in California you have the right to request and review the Personal Information we have collected about you in the last 12 months (if any), ask us to update or correct Personal Information if it is inaccurate, and in some cases request that we delete your Personal Information. Sientra will not discriminate against you for exercising any of these rights. You may request information once per calendar year about our disclosures of certain categories of identifiable information to third parties for their direct marketing purposes. Such requests must be submitted to us using the contact information listed in the Contact Us section. We will respond to a verifiable consumer request within forty-five days of its receipt. If we require more time, we will inform you of the reason and extension period in writing. To learn more about our California privacy rights, visit <https://oag.ca.gov/privacy/privacy-laws>.

IMPORTANT NOTE: Sientra may decline consumer's request to amend or remove information if we are unable to verify the request, or information that was provided to Sientra by a healthcare professional or a consumer regarding an adverse event or where prohibited by law.

12. Children

This site is not intentionally designed for or directed at children under the age of 16 years old. It is Sientra's policy to never knowingly collect or maintain Personal Information about children under the age of 16. If we learn we have collected or received Personal Information from a child under 16 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us at the email address below.

13. Contact Us

If you have any questions or comments about our Privacy Statement, or if you wish to review, correct or delete any Personal Information held by us please email us at privacy@sientra.com or call toll-free (888)708-0808. You can also reach us via mail at the address below. Be sure to include your name, address and email address. If you want to receive a response via email. Otherwise, we will respond by postal mail within the time required by applicable law.

Sientra, Inc.
420 S. Fairview Ave, Suite 200
Santa Barbara, CA 93117
Attn: Privacy Officer

Last Updated: January 1, 2020

Terms of Use

Access to and use of this website are subject to the following terms and conditions and all applicable laws. If you do not agree with these terms of use, please do not use this website. Because we may revise the terms of use from time to time, you should review them periodically.

Copyrights

You should assume that all contents of the website are copyrighted unless otherwise noted and may not be used except as provided herein and without our express written permission. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any Sientra copyright.

Trademarks

All product names, logos, and service marks displayed on the website that are identified by © or ™ or registered in type form different from that of the surrounding text (collectively, the "Trademarks") are appearing or unregistered trademarks owned by or licensed to Sientra or its affiliates, unless otherwise identified as being owned by another entity. Nothing contained herein shall be construed as conferring by implication, estoppel, or otherwise any license or right, either express or implied, under any patent or Trademark of Sientra or any third party. No use of any Trademark may be made without our prior written authorization, except to identify the product or services company.

User Responsibility

Each person assumes full responsibility and all risks arising from use of the website. IN NO EVENT SHALL WE, OR ANY OF OUR AFFILIATES, AND/OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, INFORMATION PROVIDERS, AND LICENSORS AND/OR THEIR RESPECTIVE HEIRS AND ASSIGNS BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL (INCLUDING LOSS OF PROFIT), PUNITIVE, OR OTHER DAMAGES ARISING FROM OR IN CONNECTION WITH THE EXISTENCE OR USE OF THE WEBSITE, REGARDLESS OF WHETHER SIENTRA OR ANY OF THE OTHER ENTITIES OR PERSONS LISTED ABOVE HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. This includes damages to, or for viruses that may infect your computer equipment. Without limiting the foregoing, everything on the website is provided to you "AS IS" AND WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THIS WEBSITE. WE HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, CREATED BY LAW, CONTRACT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WE MAKE NO REPRESENTATION OR WARRANTY THAT ACCESS TO THE WEBSITE WILL BE AVAILABLE ON A TIMELY BASIS, WILL BE UNINTERRUPTED, OR THAT THE INFORMATION CONTAINED ON THE WEBSITE WILL BE TIMELY, OR ERROR FREE. PLEASE NOTE that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

Medical Advice

No information contained on this website is provided with the intention to give medical advice or instructions on the accurate use of our products. We cannot answer unsolicited emails requesting personal medical advice; visitors should always consult a healthcare professional.

Personal Information

Any communication or material that you transmit to, or post on, this website by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like, is, and will be treated as, non-confidential and proprietary information, and we shall have no obligation of any kind with respect to such information. We and any of our affiliates may use such information for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and further posting. Further, we and any of our affiliates shall be free to use such information, including, but not limited to, any ideas, concepts, know-how, or techniques contained therein, for any purpose whatsoever, including, but not limited to, researching, developing, manufacturing, and marketing products incorporating such information.

Countries

This website and its contents are intended for use by U.S. residents only. Nothing contained on the website should be construed as solicitation or promotion for any product or for the use of any product in a way which is not authorized by the country in which the reader is physically located. This website provides information about products or uses that may not be available in particular countries. Trademarks used for certain products may differ in specific countries. Some of the products mentioned may in certain countries be approved or cleared by regulatory authorities for sale or use with different indications, dosages, and restrictions.

Liability

So far as permitted by applicable laws, we do not accept, and expressly disclaim, any liability for any direct, incidental, consequential, indirect, or punitive loss or damage arising out of access to, use of, or inability to use this website, or any errors or omissions in the content thereof. Except as may otherwise be required by law, we have no duty to update our website.

Links to Other Websites

This website may contain links to other websites. We are not responsible for and do not control the content or performance of such websites, and accept no responsibility for the consequences of your use thereof.

Physician Safety Information

Breast Implants

Sientra breast implants are indicated for breast augmentation in women at least 22 years old and for breast reconstruction. Breast implant surgery is contraindicated in women with active infection anywhere in their body, with existing cancer or precancerous conditions who have not received adequate treatment for those conditions, and who are currently pregnant or nursing. Prior to use, plastic surgeons should review all risk information, which is found in the Directions for Use. Key complications associated with the use of silicone gel breast implants include capsular contracture, implant removal, rupture, and reoperation. The Directions for Use and detailed information regarding the risks and benefits of Sientra breast implants can be found at sientra.com.

Breast Tissue Expanders

Sientra breast tissue expanders are indicated for breast reconstruction. They are temporary expanders and are not intended for long-term or permanent implantation. Sientra breast tissue expanders are contraindicated in patients with active infection or existing carcinoma at the intended expansion site. Tissue Expanders with integral magnetic ports should not be used in patients who already have implanted devices subject to magnetic field interference or in patients where an MRI may be needed. Prior to use, plastic surgeons should review the Instructions for Use and detailed information regarding the risks and benefits of Sientra breast tissue expanders, located at sientra.com.

Scar Treatment

BIOCORNEUM is for external use only. Avoid direct contact with eyes, mucous membranes, third degree burns, and open wounds. BIOCORNEUM should not be used on damaged or broken skin. This product has not been shown to help prevent skin cancer or early skin aging.

Social Media Community Guidelines

Sientra envisions a world where everybody's full beauty can be realized. As we pursue our vision, we recognize that, together, we are advancing what is possible in medical aesthetics and, in turn, opening up more ways to experience and reach many states of inner and outer beauty.

We encourage our social media community members to engage in discussions with us. Please feel free to ask questions, comment, share our posts, and discuss. When you do, we ask that you make sure your contributions are respectful, courteous, and constructive.

We accept that disagreements will happen. However, we will not tolerate when disagreements turn offensive. Please do not insult other community members or be disrespectful. When you disagree with something someone has said, please say so in a polite manner, and please provide sources for any information you cite, if you can.

To put it another way:

We will not tolerate threatening, abusive, harassing, intimidating, libelous, defamatory, obscene, vulgar, pornographic, profane, indecent, illegal or unlawful content. We will not tolerate spam, which we define as promotion of commercial interests or repeated posting of the same content.

Posts violating these requirements may be removed at any time and without notice. We also ask that you keep conversations on-topic with the original post. Our community members normally get along very well, and discussions can veer in a number of interesting directions. We ask that you help us keep focus by providing meaningful, relevant content to the members of our community.

This page is intended to answer questions and provide support for patients, physicians and the community. However, some questions really need the attention of medical experts. When questions get very technical, or when responding publicly may violate your privacy, we may send you a private message or direct you to a phone number to speak to a professional to address your concerns.

This page is monitored during business hours only, so please allow 24 hours for us to respond to your comments.

And, as always, in case of an emergency, dial 911.

Thank you for participating, and welcome!

Terms and Conditions

Thank you for participating, and welcome!

1. The content and service providers are not engaged in rendering medical or any kind of other professional services through Sientra social media. Users must consult with a medical professional before taking any action based upon the information accessed or viewed through the social media sites. **The content on Sientra social media sites DOES NOT constitute medical advice and SHOULD NOT be relied upon to replace or overrule a clinical diagnosis or a licensed healthcare professional's judgment or guidance. Responses posted on behalf of Sientra should never be construed as medical advice.**
2. Sientra social media sites are not warranted or guaranteed to be free of errors, omissions, delays, losses of data, viruses, bugs, worms or defects. Sientra makes no warranties of any kind and does not represent that the content is accurate, complete, or reliable.
3. Users are responsible for the content submitted to social media sites. **Social media users grant Sientra:**
 - The royalty-free worldwide license, with the right to sublicense, which is irrevocable, perpetual, transferable and non-exclusive
 - The right to reproduce, publish, display and distribute content
 - The right to create derivative works from the content
 - The right to use content for any Sientra purpose
 - The right to edit, modify and delete content
4. **Users agree to:**
 - Not submit any content that infringes any trademark, patent, copyright, intellectual property or other proprietary rights
 - Not violate local, state, federal and international laws and regulations
 - Not submit disruptive, threatening, abusive, profane, harassing, embarrassing, defamatory, derogatory, libelous, obscene, hateful or racial content
 - Not submit product and service advertisements and endorsements
 - Not submit content which can be construed as political lobbying
5. Users assume **all responsibility** related to the security, privacy and confidentiality risks associated with sending any content over the Internet.
6. Sientra social media site content **must not** be downloaded, posted, displayed, published, reproduced, copied, distributed, reverse engineered, performed or otherwise exploited.
7. Content **must not** be altered, edited, deleted, removed or modified in any way.
8. Sientra reserves the right to edit, modify, remove or delete any content or other information or materials submitted by social media users.
9. Sientra may monitor, restrict, block, suspend or discontinue user access to Sientra social media sites, at any time, with or without advance notice, and for any reason or no reason at all.
10. Users agree to defend, indemnify and hold Sientra and its content and service providers harmless from any and all claims, liabilities, losses, damages, settlements, judgments, costs and expenses, including attorneys' fees, arising in any way from their use of or access to Sientra social media. Any dispute, claim or action related to your use, viewing, posting or access to Sientra social media shall be construed in accordance with the laws of the Commonwealth of Delaware, without regard to its conflicts of laws principles.
11. Sientra reserves the right, at its sole discretion, to suspend, modify or update its terms and conditions at any time without prior notice. Users' continued use of Sientra's social media after such changes will be considered acceptance of those changes. **Changes will be effective when posted.**
12. Sientra social media, including, without limitation, all services, content, functions, materials and information provided through **Sientra social media**, are provided "as is," "with all faults", "as available," without warranty of any kind, including, without limitation:
 - any warranty for information, data, data processing, uptime or uninterrupted access
 - any warranties concerning the availability, accuracy, precision, correctness, thoroughness, completeness, usefulness or content of information
 - any warranties of title, non-infringement, merchantability or fitness for a particular purpose
13. Content is not meant to be an endorsement or representation by Sientra or any other party other than the person from which the content originated and was posted.
14. Posting on Sientra social media does not obligate Sientra in anyway, and does not grant ownership rights to which Sientra will compensate the User.
15. **Sientra** disclaims any and all such warranties, express and implied.
16. **Sientra**, or any of its directors, officers, employees, agents, content or service providers is not liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use or the inability to use Sientra social media or the social media content.
17. **Sientra** does not warrant or safeguard against intentional or malicious attempts to intercept or compromise user information posted to **Sientra social media** or sent over the Internet.
18. **Sientra** may suspend, change or discontinue any aspect of Sientra social media at any time.

© 2020 Sientra, Inc. All rights reserved.

Patents

Allox2 U.S. Patent No. 8,454,690 and 10,709,851

BIOCORNEUM may be covered by one or more of the following U.S. Patents: #5,741,509; #8,021,683; #8,802,133; #9,336,546; #9,795,706