

#### PERSONAL DATA PROTECTION POLICIES AND PROCEDURES

Patty Vanderhider does not "sell" her clients' personal data in the strict sense of the term. However, we offer California residents the opportunity to exercise this "Do not sell my data" right in the event that any of our business practices are considered a "sale" within the meaning of the CCPA.

You may submit your request

- by email to data.privacy@pattyvanderhider.com; or
- by mail, to: Vanderhider Investment Projects, LLC

Department of Personal Data Protection

Williams Tower, The Galleria, Suite 4100,

2800 Post Oak Boulevard

Houston, Texas 77056, USA.

In any case, you have the right to object to processing of your personal data by Patty Vanderhider and to request the deletion of your personal data.

### **TERMS AND CONDITIONS**

## Vanderhider Investments Projects, LLC

### In General

Vanderhider Investment Projects, LLC owns and operates this website, pattyvanderhider.com ("Website"). This document governs your relationship with the Website. References to "we", "our", and "us" refer to pattyvanderhider.com. Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms and Conditions"). By using the Services, you are agreeing to all of the Terms and Conditions, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms and Conditions.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.



This Website may contain links to other websites (the "Linked Sites"), which are not operated by pattyvanderhider.com. Pattyvanderhider.com has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

# Copyright

All artwork and content on the pattyvanderhider.com website are legally protected by U.S. and International copyright laws. Under no circumstance is it permitted for you to use any of Patty Vanderhider artwork for commercial purposes, without proper and prior permission from Patty Vanderhider, or her legal advisers. Unauthorized duplication or usage for commercial purposes is prohibited by the copyright law and will be prosecuted. We protect our copyright interests. Patty Vanderhider retains all of the copyrights to all artwork on this site, regardless of having sold the original image. You must contact her or her legal advisors in order to use an image for commercial purposes, whether or not you now own the original artwork.

### **Prohibitions**

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and pattyvanderhider.com will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

## Intellectual Property, Software and Content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of pattyvanderhider.com or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by pattyvanderhider.com and its licensors. You may store, print and display the content supplied solely for



your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

### Terms of Sale

By placing an order, you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with pattyvanderhider.com you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. Pattyvanderhider.com retains the right to refuse any request made by you. If your order is accepted, we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be pattyvanderhider.com or may in some cases be a third party. Where a contract is made with a third party pattyvanderhider.com is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

We make every possible effort to accurately display the colors, textures, dimensions and images of every product. However, we cannot guarantee that your computer monitor will accurately depict the detail and color of the piece. You understand and agree that we use commercially reasonable efforts to display the colors of Original Works of Art. However, because individual computer monitors may display colors differently, we are not responsible for the color accuracy of any Original Works of Art, displayed on our website, and we disclaim all liability in this regard.

Product colors, measurements, and weights are approximate only and may vary from the representation on the Website. These differences will not constitute a defect in, or noncompliance of, the artwork.

As Collectors know, it is not unusual that the back-side of the wood panel arrives with stray paint marks and/or the Artist's notes. In many cases, in time, this will add value to the work. If it does not please you, know that many Collectors cover it with the signed Certificate of Authenticity. Each Original Artwork comes with a Certificate of Authenticity hand-signed by Patty Vanderhider.



## (a) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

## (b) Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered, we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact, you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

All prices, fees and other amounts referred to on the Website or in communications with pattyvanderhider.com are stated in U.S. dollars. You expressly acknowledge and accept that online prices include only the work of art. Packaging, shipping/delivery, handling fees, insurance, sales tax, customs fees, duties, and tariffs are not included in the cost of the work of art, and are the sole responsibility of the purchaser.

### (c) Payment

Upon receiving your order, we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfill the transaction. Your card will be debited upon authorization being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been dispatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

## Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law pattyvanderhider.com and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits,



data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

## Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

## Disclaimer as to ownership of trademarks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with pattyvanderhider.com and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to pattyvanderhider.com.

### Indemnity

You agree to indemnify, defend and hold harmless pattyvanderhider.com, its owners, directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms and Conditions.

#### Variation

Pattyvanderhider.com shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

## Invalidity

If any part of the Terms and Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms and Conditions will not be affected with



all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

## Complaints

We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise. Please contact us if you have any complaints or comments.

### Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

# **Entire Agreement**

The above Terms and Conditions constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and pattyvanderhider.com. Any waiver of any provision of the Terms and Conditions will be effective only if in writing and signed by an owner or officer of pattyvanderhider.com.

#### PRIVACY POLICY

This document governs the privacy notice of our website www.pattyvanderhider.com.

Our privacy notice tells you what personal data (PD) and non-personal data (NPD) we may collect from you, how we collect it, how we protect it, how we may share it, how you can access and change it, and how you can limit our sharing of it. Our privacy notice also explains certain legal rights that you have with respect to your personal data. Any capitalized terms not defined herein will have the same meaning as where they are defined elsewhere on our website.



## Your Rights

When using our website and submitting personal data (PD) to us, you may have certain rights under the General Data Protection Regulation (GDPR) and other laws. Depending on the legal basis for processing your PD, you may have some or all of the following rights:

## The right to be informed

You have the right to be informed about the personal data we collect from you, and how we process it.

# The right of access

You have the right to get confirmation that your personal data is being processed and have the ability to access your personal data.

# The right to rectification

You have the right to have your personal data corrected if it is inaccurate or incomplete.

# The right to erasure (right to be forgotten)

You have the right to request the removal or deletion of your personal data if there is no compelling reason for us to continue processing it.

## The right to restrict processing

You have a right to 'block' or restrict the processing of your personal data. When your personal data is restricted, we are permitted to store your data, but not to process it further.

## The right to data portability

You have the right to request and get your personal data that you provided to us and use it for your own purposes. We will provide your data to you within 30 days of your request. To request your personal data, please contact us using the information at the top of this privacy notice.



## The right to object

You have the right to object to us processing your personal data for the following reasons:

- Processing was based on legitimate interests or the performance of a task in the public interest/exercise of official authority (including profiling);
- Direct marketing (including profiling);
- Processing for purposes of scientific/historical research and statistics; and
- Rights in relation to automated decision-making and profiling.

## Automated individual decision-making and profiling

You will have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or similarly significantly affects you.

## Filing a Complaint with Authorities

You have the right to file a complaint with supervisory authorities if your information has not been processed in compliance with the General Data Protection Regulation. If the supervisory authorities fail to address your complaint properly, you may have the right to a judicial remedy.

For details about your rights under the law, visit <a href="https://goo.gl/F41vAV">https://goo.gl/F41vAV</a>

#### **Definitions**

'Non-personal data' (NPD) is information that is in no way personally identifiable. 'Personal data' (PD) means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. PD is in many ways the same as Personally Identifiable Information (PII). However, PD is broader in scope and covers more data.



A "Visitor" is someone who merely browses our website. A "Member" is someone who has registered with us to use our services or buy our products. The term "User" is a collective identifier that refers to either a Visitor or a Member.

## **Topics Covered in Our Privacy Notice**

Information We Collect

Our Use of Cookies How Your Information Is Used Retaining and Destroying Your PD Updating Your PD

Revoking Your Consent for Using Your PD

Protecting the Privacy Rights of Third Parties

Do Not Track Settings

Links to Other Websites

Protecting Children's Privacy

Our Email Policy
Our Security Policy

Use of Your Credit Card

Transferring Personal Data from the European Union

Changes to Our Privacy Notice

### Information We Collect

Generally, you control the amount and type of information that you provide to us when using our website.



# Our Legal Basis for Collecting and Processing Your Personal Data (PD)

Our legal basis for collecting and processing your personal data (PD) is based on consent.

## What Happens if you Don't Give Us Your Personal Data (PD)

If you do not provide us with enough PD, we may not be able to provide you with all our products and services. However, you can access and use some parts of our website without giving us your PD.

# We collect your PD in the following ways:

## **Automatic Information**

We automatically receive information from your web browser or mobile device. This information includes the name of the website from which you entered our website, if any, as well as the name of the website you'll visit when you leave our website. This information also includes the IP address of your computer/the proxy server you use to access the Internet, your Internet service provider's name, your web browser type, the type of mobile device, your computer operating system, and data about your browsing activity when using our website. We use all this information to analyze trends among our users to help improve our website.

### When Entering and Using Our Website

When you enter and use our website and agree to accept cookies, some of these cookies may contain your PD.

## At User and Member Registration

When you register as a user or member, we collect your name, email address, and other information listed.

## When Buying Products or Services

If you buy products or services from us, we collect your first and last name, email address, physical address, credit card or other payment information, phone number, and other information listed.



### Online Forms

Our website may use online forms. The information you enter into these online forms may contain PD.

### Our Use of Cookies

Our website uses cookies. A cookie is a small piece of data or a text file that is downloaded to your computer or mobile device when you access certain websites. Cookies may contain text that can be read by the web server that delivered the cookie to you. The text contained in the cookie generally consists of a sequence of letters and numbers that uniquely identifies your computer or mobile device; it may contain other information as well.

By agreeing to accept our use of cookies, you are giving us, and third parties we partner with, permission to place, store, and access some or all the cookies described below on your computer.

## **Strictly Necessary Cookies**

These cookies are necessary for proper functioning of the website, such as displaying content, logging in, validating your session, responding to your request for services, and other functions. Most web browsers can be set to disable the use of cookies. However, if you disable these cookies, you may not be able to access features on our website correctly or at all.

#### **Performance Cookies**

These cookies collect information about the use of the website, such as pages visited, traffic sources, users' interests, content management, and other website measurements.

### **Functional Cookies**

These cookies enable the website to remember a user's choices – such as their language, user name, and other personal choices – while using the website. They can also be used to deliver services, such as letting a user make a blog post, listen to audio, or watch videos on the website.

#### Media Cookies

These cookies can be used to improve a website's performance and provide special features and content. They can be placed by third parties who provide services to us or by our company.



# **Advertising or Targeting Cookies**

These cookies are usually placed and used by advertising companies to develop a profile of your browsing interests and serve advertisements on other websites that are related to your interests. You will see less advertising if you disable these cookies.

#### Session Cookies

These cookies allow websites to link the actions of a user during a browser session. They may be used for a variety of purposes, such as remembering what a user has put in their shopping cart as they browse a website. Session cookies also permit users to be recognized as they navigate a website so that any item or page changes they make are remembered from page to page. Session cookies expire after a browser session; thus, they are not stored long term.

### **Persistent Cookies**

These cookies are stored on a user's device in between browser sessions, which allows the user's preferences or actions across a site (or, in some cases, across different sites) to be remembered. Persistent cookies may be used for a variety of purposes, including remembering users' choices and preferences when using a website or to target advertising to them.

### We may also use cookies for:

- Identifying the areas of our website that you have visited
- Personalizing content that you see on our website
- Our website analytics
- Remarketing our products or services to you
- Remembering your preferences, settings, and login details
- Targeted advertising and serving ads relevant to your interests
- Affiliate marketing
- Allowing you to post comments
- Allowing you to share content with social networks



Most web browsers can be set to disable the use of cookies. However, if you disable cookies, you may not be able to access features on our website correctly or at all.

### Web Beacons

We may also use a technology called web beacons to collect general information about your use of our website and your use of special promotions or newsletters. The information we collect by web beacons allows us to statistically monitor the number of people who open our emails. Web beacons also help us to understand the behavior of our customers, members, and visitors.

## Google Ad and Content Network Privacy Notice

Third-party vendors, including Google, use cookies to serve ads based on a user's past visits to our website. Google's use of the DoubleClick cookie enables it and its partners to serve ads to our users based on their visits to our site and/or other sites on the Internet. Users may opt out of the use of the DoubleClick cookie for interest-based advertising by visiting <a href="http://www.aboutads.info/choices/">http://www.aboutads.info/choices/</a> For European users visit <a href="http://www.youronlinechoices.eu">http://www.youronlinechoices.eu</a>

## Google Analytics Privacy notice

Our website uses Google Analytics to collect information about the use of our website. Google Analytics collects information from users such as age, gender, interests, demographics, how often they visit our website, what pages they visit, and what other websites they have used before coming to our website. We use the information we get from Google Analytics to analyze traffic, remarket our products and services to users, improve our marketing, advertising, and to improve our website. Google Analytics collects only the IP address assigned to you on the date you visit our website, not your name or other identifying information. We do not combine the information collected using Google Analytics with PD. Although Google Analytics plants a permanent cookie on your web browser to identify you as a unique user the next time you visit our website, the cookie cannot be used by anyone but Google. Google also uses specific identifiers to help collect



information about the use of our website. For more information on how Google collects and processes your data, visit https://www.google.com/policies/privacy/partners/

You can prevent Google Analytics from using your information by opting out at this link: https://tools.google.com/dlpage/gaoptout

## Google Remarketing

Why am I seeing ads by Google for products I've viewed?

Our website uses a remarketing advertising service. Our remarketing service is provided by Google and other companies that show our ads on websites across the Internet. With remarketing you may see ads for our products you have previously looked at. As an example, suppose you visit a website that sells computers, but you do not buy a computer on your first visit to that website. The website's owner might like to encourage you to revisit his/her site and buy a computer by showing you his/her ads again on other websites that you visit. We use remarketing for similar purposes. For this to happen, Google will read a cookie that is already in your browser, or they place a cookie in your browser when you visit our site or other sites using remarketing.

You can opt out of Google's use of cookies and remarketing at this link: <a href="https://support.google.com/ads/answer/2662922?hl=en">https://support.google.com/ads/answer/2662922?hl=en</a> or you can opt out using the Network Advertising Initiative opt out page at: <a href="http://optout.networkadvertising.org/#!/">http://optout.networkadvertising.org/#!/</a>

### Facebook Remarketing

Third parties, including Facebook, may use cookies, web beacons, and other storage technologies to collect or receive information from our website and elsewhere on the internet, and use that information to provide measurement services and target ads. With Facebook remarketing you may see our ads on Facebook after you have visited our site. For this to happen, Facebook uses a Custom Audience Pixel that is activated when a visitor lands on a webpage and a unique "cookie" is placed in their browser. Facebook lookalike audience targeting allows us to show ads on Facebook to people who are similar to those who have already visited our website. To opt out of information Facebook's collection and use of for ad targeting visit: https://www.facebook.com/help/568137493302217



#### How Your Information Is Used

We use the information we receive from you to:

- Provide our products and services you have requested or purchased from us
- Personalize and customize our content
- Make improvements to our website
- Contact you with updates to our website
- Resolve problems and disputes
- Contact you with marketing and advertising that we believe may be of interest to you

### Communications and Emails

When we communicate with you about our website, we will use the email address you provided when you registered as a member or user. We may also send you emails with promotional information about our website or offers from us or our affiliates unless you have opted out of receiving such information. You can change your contact preferences at any time through your account or by sending us an email with your request to: john@pattyvanderhider.com.

## Sharing Information with Affiliates and Other Third Parties

We do not sell or rent your PD to third parties for marketing purposes. However, for data aggregation purposes we may use your non-personal data (NPD), which might be sold to other parties at our discretion. Any such data aggregation would not contain any of your PD. We may provide your PD to third-party service providers we hire to provide services to us. These third-party service providers may include but are not limited to: payment processors, web analytics companies, advertising networks, call centers, data management services, help desk providers, accountants, law firms, auditors, shopping cart and email service providers, and shipping companies.



## Sharing Information with Facebook and Google for Marketing Purposes

We may share your PD with third parties for similar audience marketing purposes. Similar audience marketing is also called lookalike audience marketing. The third parties we share your PD with for this type of marketing include Facebook and/or Google. Using your PD, for similar audience marketing or lookalike audience marketing helps us find new audiences (users and customers) based on similar interests to yours, this helps us improve our marketing services. Your PD is only shared with Facebook and Google for this type of marketing. By using our website and agreeing to our privacy notice, you are giving your consent for your PD to be used for the marketing purposes described within this section.

## Legally Required Releases of Information

We may be legally required to disclose your PD if such disclosure is (a) required by subpoena, law, or other legal process; (b) necessary to assist law enforcement officials or government enforcement agencies; (c) necessary to investigate violations of or otherwise enforce our Legal Terms; (d) necessary to protect us from legal action or claims from third parties, including you and/or other users or members; or (e) necessary to protect the legal rights, personal/real property, or personal safety of our company, users, employees, and affiliates.

#### Disclosures to Successors

If our business is sold or merges in whole or in part with another business that would become responsible for providing the website to you, we retain the right to transfer your PD to the new business. The new business would retain the right to use your PD according to the terms of this privacy notice as well as to any changes to this privacy notice as instituted by the new business.

We also retain the right to transfer your PD if our company files for bankruptcy and some or all of our assets are sold to another individual or business.

### **Community Discussion Boards**

Our website may offer the ability for users to communicate with each other through online community discussion boards or other mechanisms. We do not filter or monitor what is posted on such discussion boards. If you choose to post on these discussion boards, you should use care when exposing any PD, as such information is not protected by our privacy notice nor are we liable if you



choose to disclose your PD through such postings. Also, PD you post on our website for publication may be available worldwide by means of the Internet. We cannot prevent the use or misuse of such information by others.

# Retaining and Destroying Your (PD)

We retain information that we collect from you (including your PD) only for as long as we need it for legal, business, or tax purposes. Your information may be retained in electronic form, paper form, or a combination of both. When your information is no longer needed, we will destroy, delete, or erase it.

## Updating Your (PD)

You can update your PD using services found on our website. If no such services exist, you can contact us using the contact information found at the top of this notice and we will help you. However, we may keep your PD as needed to enforce our agreements and to comply with any legal obligations.

## Revoking Your Consent for Using Your PD

You have the right to revoke your consent for us to use your PD at any time. Such an opt out will not affect disclosures otherwise permitted by law including but not limited to: (i) disclosures to affiliates and business partners, (ii) disclosures to third-party service providers that provide certain services for our business, such as credit card processing, computer system services, shipping, data management services, (iii) disclosures to third parties as necessary to fulfill your requests, (iv) disclosures to governmental agencies or law enforcement departments, or as otherwise required to be made under applicable law, (v) previously completed disclosures to third parties, or (vi) disclosures to third parties in connection with subsequent contests or promotions you may choose to enter, or third-party offers you may choose to accept. If you want to revoke your consent for us to use your PD, send us an email with your request to: john@pattyvanderhider.com

# Protecting the Privacy Rights of Third Parties

If any postings you make on our website contain information about third parties, you must make sure you have permission to include that information in your posting. While we are not legally



liable for the actions of our users, we will remove any postings about which we are notified, if such postings violate the privacy rights of others.

# Do Not Track Settings

Some web browsers have settings that enable you to request that our website not track your movement within our website. Our website does not obey such settings when transmitted to and detected by our website. You can turn off tracking features and other security settings in your browser by referring to your browser's user manual.

#### Links to Other Websites

Our website may contain links to other websites. These websites are not under our control and are not subject to our privacy notice. These websites will likely have their own privacy notices. We have no responsibility for these websites and we provide links to these websites solely for your convenience. You acknowledge that your use of and access to these websites are solely at your risk. It is your responsibility to check the privacy notices of these websites to see how they treat your PD.

## Protecting Children's Privacy

Even though our website is not designed for use by anyone under the age of 16, we realize that a child under the age of 16 may attempt to access our website. We do not knowingly collect PD from children under the age of 16. If you are a parent or guardian and believe that your child is using our website, please contact us. Before we remove any information, we may ask for proof of identification to prevent malicious removal of account information. If we discover that a child is accessing our website, we will delete his/her information within a reasonable period of time. You acknowledge that we do not verify the age of our users nor do we have any liability to do so.

### Our Email Policy

You can always opt out of receiving further email correspondence from us or our affiliates. We will not sell, rent, or trade your email address to any unaffiliated third party without your permission except in the sale or transfer of our business, or if our company files for bankruptcy.



## **Our Security Policy**

We have built our website using industry-standard security measures and authentication tools to protect the security of your PD. We and the third parties who provide services for us, also maintain technical and physical safeguards to protect your PD. When we collect your credit card information through our website, we will encrypt it before it travels over the Internet using industry-standard technology for conducting secure online transactions. Unfortunately, we cannot guarantee against the loss or misuse of your PD or secure data transmission over the Internet because of its nature.

We strongly urge you to protect any password you may have for our website and to not share it with anyone. You should always log out of our website when you finish using it, especially if you are sharing or using a computer in a public place.

### Use of Your Credit Card

You may have to provide a credit card to buy products and services from our website. We use third-party billing services and have no control over these services. We use our commercially reasonable efforts to make sure your credit card number is kept strictly confidential by using only third-party billing services that use industry-standard encryption technology to protect your credit card number from unauthorized use. However, you understand and agree that we are in no way responsible for any misuse of your credit card number.

## Transferring Personal Data from the European Union

Personal data (PD) that we collect from you may be stored, processed, and transferred between any of the countries in which we operate, specifically the United States. The European Union has not found the United States to have an adequate level of protection of PD under Article 45 of the GDPR. Our company relies on derogations for specific situations as defined in Article 49 of the GDPR. For European Union customers and users, with your consent, your PD may be transferred outside the European Union to the United States. We will use your PD to provide the goods, services, and/or information you request from us to perform a contract with you or to satisfy a legitimate interest of our company in a manner that does not outweigh your freedoms and rights. Wherever we transfer, process or store your PD, we will take reasonable steps to protect it. We



will use the information we collect from you in accordance with our privacy notice. By using our website, services, or products, you agree to the transfers of your PD described within this section.

## Changes to Our Privacy notice

We reserve the right to change this privacy notice at any time. If our company decides to change this privacy notice, we will post those changes on our website so that our users and customers are always aware of what information we collect, use, and disclose. If at any time we decide to disclose or use your PD in a method different from that specified at the time it was collected, we will provide advance notice by email (sent to the email address on file in your account). Otherwise we will use and disclose our users' and customers' PD in agreement with the privacy notice in effect when the information was collected. In all cases, your continued use of our website, services, and products after any change to this privacy notice will constitute your acceptance of such change.

## Questions About Our Privacy notice

If you have any questions about our privacy notice, please contact us using the information at the top of this privacy notice.