

## Privacy Policy

Effective June 15, 2017

### A. About Us:

Welcome to [www.popcornceilingsolution.com](http://www.popcornceilingsolution.com) (the “Website”). Tectum LLC d/b/a Popcorn Ceiling Solution (“Popcorn Ceiling Solution”, “us”, “we”, or “our”) is a distributor of stretch fabric ceiling systems and other products used in building renovation and construction. We supplement our business operations through the Website, the Content, and the products and services otherwise made available by us by way of the Website (together with the Website, and Content, and other products and services we offer via the Website, collectively, the “Services”). By accessing or using our Services, you expressly agree to the provisions of and the data practices reflected in this Privacy Policy (our “Policy”), our Terms of Service, and any other policy we may develop from time to time (collectively, “Policies”), which create legal and enforceable agreements. If you do not agree to the practices described below in this Policy, do not browse our Website or use our Services, as your continued use of our Services indicates that you are agreeing to the collection, use, disclosure, management and storage of your Personal Data and other information as described in this Policy.

### B. Privacy Policy:

Please read this Policy as it includes important information regarding your Personal Data and other information. Capitalized terms not defined in this Policy shall have the meanings given to such terms in our Terms of Service. If you have any questions or concerns, please do not hesitate to contact us at: [info@popcornceilingsolution.com](mailto:info@popcornceilingsolution.com).

#### 1. Information We Collect.

(a) Personal Data. Personal Data and other information are collected from you when you disclose Personal Data or other information to us or third parties when using the Services. “Personal Data” means any information that may be used to identify an individual. Personal Data does not include aggregate information. To use certain aspects of our Services you may be asked to provide us the following information: your name, email address, mailing address, telephone number and related information.

(b) Use Data. When you send or receive Content using our Services, we collect data about that Content.

(c) Log Information. When you browse our Services, you do so anonymously, unless you have previously visited the Website. However, we may log your IP address to give us an idea of which part of our Services you visit and how long you spend there. However, we do not link your IP address to any Personal Data unless you have logged into our Services. Also, our Services may use a standard technology called a ‘cookie’ to collect information about how you interact with our Services. Please see Section 7 below for more information.

(d) **Aggregate Data.** Certain aspects of our Services are set up to collect and report aggregate information. Aggregate information is data we collect about the use of the Services or about a group or category of products, services or Users, from which individual identities or other Personal Data has been removed. In other words, information about how you use the Services may be collected and combined with information about how others use the Services. Aggregate data helps us understand trends and User's needs so that we can better consider new features or otherwise tailor our Services. This Policy does not restrict what we can do with aggregate information.

(e) **Analytics.** We may use third party analytics tools to collect information about use of our Services. Analytics tools collect information such as how often Users visit our Website, what pages Users visit when Users visit our Website, and the other websites they accessed prior to accessing our Website. We use the information we gather from analytics to improve our Services. Analytics tools collect information such as the IP address assigned to you on the date you visit our Website, but does not collect Personal Data. We do not combine the information collected through the use of analytics with Personal Data. Although our analytics tools may plant a 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 our analytics tools. In the event that we use Google's 'Google Analytics', then Google's ability to use and share information collected by 'Google Analytics' about your visits to our Website is restricted by the Google Analytics Terms of Use here: <http://www.google.com/analytics/tos.html> and the Google Privacy Policy here: <http://www.google.com/privacypolicy.html>. You can prevent Google Analytics from using your data by downloading the Google Analytics Opt-out Browser that is available from Google here: <https://tools.google.com/dlpage/gaoptout>, but if you do so, certain features of our Services may become unavailable. See Section 7 below for more information.

(f) **From Third Parties.** We acquire information from other trusted sources to update or supplement the information you provided or we collected automatically. Local law may require that you authorize the third party to share your information with us before we can acquire it.

## **2. How We Use It.** We use your Personal Data to:

- (a) enable us to provide the Services to you;
- (b) notify you regarding Services or fees;
- (c) increase the usability of the Services;
- (d) provide information about promotional offers;
- (e) investigate objectionable use of the Services;
- (f) respond to requests for assistance from our customer support team;
- (g) analyze trends and use of our Services;
- (h) analyze the Personal Data and other Content provided by Users; and
- (i) carry on our business, as determined by us.

## **3. Who We Share It With.**

We will share Personal Data with third parties:

(a) When you have enabled us to share your Personal Data with another company or our Affiliates by using the Services (e.g. by requesting an estimate or quote, inquiring about a Service Provider, or otherwise making an inquiry about installation or construction services, you authorize us to provide your contact information and Personal Data to the Service Provider). Once we share your Personal Data with another company, the information received by the other company becomes subject to the other company's privacy practices.

(b) When necessary, as determined by us in our sole discretion, to provide Services to you. This includes for the uses listed in Section 2 above.

(c) When required by law or by court order.

(d) To protect our rights and property, to prevent fraudulent activity or other deceptive practices of Users or third parties, or to prevent harm to others.

(e) If we are acquired by or merged with another company, or if our assets are sold to another company. In all of these circumstances, you understand and agree that our Terms of Service and this Privacy Policy will be assigned and delegated to the other company.

(f) To perform tasks for us or in connection with our business, as determined by us. We may use third parties to help operate the Services and perform other aspects of the Services. You agree we may share your Personal Data with our Affiliates and other third parties that provide services to us in connection with our business (such as website or database hosting companies, address list hosting companies, email service providers, analytics companies, distribution companies, and other similar service providers that use such information on our behalf). Unless otherwise stated, these third parties do not have any right to use the Personal Data we provide to them beyond what is necessary for them to assist us, as determined by us.

#### **4. Your Choices.**

(a) Any Content that you Transmit to a public portion of our Website may be searchable by other Users and third parties as well as subject to use by others. Once you have made Content viewable to others, that Content may be re-shared by others and we have no control or liability regarding how others may use the Content you Transmit. We make every effort to prevent undesired disclosure of Content or Personal Data. However, we are not responsible for how others may use Content or Personal Data that is disclosed by you to Users or third parties using the Services.

(b) The Services may allow you to share Content on Social Media Profiles. If you use such functionality of the Services, then you should use caution when determining to whom you want to make Content available. If you choose to Transmit Content on third party Social Media Profiles, then, depending on the privacy settings of your Social Media Profiles, it is possible that persons in addition to those to whom you intended to view that Content could have access to that information. Accordingly, you should use caution when sharing Content via third party Social Media Profiles and you should carefully review the privacy practices of such Social Media Profiles.

(c) If you remove information, Personal Data, or Content that you Transmit to the Services, copies may remain viewable in cached and archived pages of the Services, or if other Users or third parties copied or saved that information.

(d) You may opt out of targeted advertisements from some third party companies by visiting the Network Advertising Initiative or Digital Advertising Alliance Consumer Choice Page, which provide simple ways to opt out of ad targeting from participating third party companies. When you opt out, your selection will be stored in a cookie that is specific to your Device or computer and the web browser you are using. The opt out cookie has an expiration date of five years. If you delete the cookies on your computer or Device, you will need to opt out again.

(e) We will contact you from time to time for marketing purposes. Unless you have opted out, this could include contacting you by phone or email. You may opt-out of receiving marketing communications from us by the following means: (i) contacting us at [info@popcornceilingsolution.com](mailto:info@popcornceilingsolution.com); or (ii) following the instructions in the communication.

**5. Security of Your Personal Information.** We make reasonable efforts to protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction. Personal Data is stored in password-controlled servers with limited access. WE TAKE THESE PRECAUTIONS IN AN EFFORT TO PROTECT YOUR INFORMATION AGAINST SECURITY BREACHES. HOWEVER, THIS IS NOT A GUARANTEE THAT SUCH INFORMATION MAY NOT BE ACCESSED, DISCLOSED, ALTERED, OR DESTROYED BY BREACH OF SUCH FIREWALLS AND SECURE SERVER SOFTWARE. BY USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ASSUME THESE RISKS.

**6. Data Retention.** We have no obligation to retain your information or Personal Data, and may delete any or all of your Personal Data and other information without liability. We may retain Personal Data and other information related to you for any reason or no reason, as determined by us. We disclaim any liability in relation to the deletion or retention (subject to this Agreement of this Policy) of Personal Data and/or other information and any obligation not to delete the same.

## **7. Tracking Technology.**

(a) Generally. We and other third parties with whom we may partner may use cookies, clear .gifs and .pngs (also known as ‘web beacons’), or local shared objects (sometimes called ‘flash cookies’) to help personalize the Services. A cookie is a text file that is placed on your computer or other device by a server. Cookies cannot be used to run programs or deliver viruses to your computer or other device. Cookies are uniquely assigned to you, and can only be read by the server that issued the cookie to you. A web beacon is typically a transparent .gif or .pngs graphic image (usually 1 pixel by 1 pixel in size) that is used in conjunction with the Services, which allows us or third parties with whom we may partner to measure the actions of Users who interact with the portion of the Services that contain the web beacons. You have the ability to accept or decline cookies and web beacons may be unusable if you elect to reject cookies. Most web browsers automatically accept cookies, but you can usually modify the settings to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Services.

(b) Use. We and other third parties use web beacons to measure traffic and related browsing behavior, and to improve your experience when using the Services. We and other third parties may also use customized links or other similar technologies to track hyperlinks that you click, and associate that information with your Personal Data in order to provide you with more focused communications. We use cookies to do things such as: (i) identify and disable the access of Users who violate our Terms of Service, (ii) help you recover information you Transmit to us, (iii) provide security features, (iv) restrict access to the Services to individuals who provide false information when using the Services, (v) provide us with information about the ads we and our Affiliates make available on the Services, and to (vi) gather an understanding about our Users.

**8. Compliance with the Children’s Online Privacy Protection Act.** We recognize the need to provide further privacy protections with respect to Personal Data we may collect from Children who use our Services. For that reason, we make every effort to comply with the regulations of the Children’s Online Privacy Protection Act of 1998 (15 U.S.C. § 6501 - 6506). We never collect or maintain Personal Data through the Services from those we actually know are under thirteen years of age, and no part of the Services are structured to attract anyone under thirteen years of age. We expressly disclaim, and you expressly release us from, any and all liability whatsoever for any controversies, claims, suits, injuries, harm, loss, penalties, damages, arising from and/or in any way related to any misrepresentations regarding the age of any User. We reserve the right to suspend and/or terminate with or without notice the license to access the Services of a User who we believe has provided false information when registering for and/or using the Services and each User agrees to make no further use of the Services after termination and/or during suspension.

**9. Linked Sites.** The Services and/or third parties may provide links to Linked Sites and data provided by third parties. However, we are not responsible for the privacy practices employed by Linked Sites, nor are we responsible for the information or materials that third party data contains. This Policy applies solely to information collected by us through the Services. When you use a link to go from the Services to a Linked Site, this Policy is no longer in effect. We encourage Users to read the privacy policies of Linked Sites before proceeding to use them. When you conduct e-commerce with a Linked Site, certain Personal Data may be collected by the Linked Site and made available to us.

**10. California Privacy Rights.** Under California Civil Code Section 1798.83, known as the “Shine the Light” law, a California resident who has provided Personal Data to a business with whom he/she has established a business relationship for personal, family, or household purposes (“California User”) is entitled to request information about whether the business has disclosed Personal Data to any third parties for the third parties’ direct marketing purposes. In general, if the business has made such a disclosure of Personal Data, upon receipt of a request by a California User, the business is required to provide a list of all third parties to whom Personal Data was disclosed in the preceding calendar year, as well as a list of the categories of Personal Data that were disclosed. However, a business is not required to provide the above-described lists if the business adopts and discloses to the public (in its Privacy Policy) a policy of not disclosing customer’s Personal Data to third parties for their direct marketing purposes unless the customer first affirmatively agrees to the disclosure or gives customers a mechanism to opt out

of having their Personal Data disclosed to third parties for their direct marketing purposes. Rather, the business may comply with the law by notifying the customer of his or her right to prevent disclosure of Personal Data and providing a cost free means to exercise the right. We have opted for this alternative approach. As stated in this Policy, we give customers a mechanism to opt out of having their Personal Data disclosed to third parties for their direct marketing purposes. Therefore, we are not required to maintain or disclose a list of third parties that received your Personal Data for marketing purposes. If you wish to opt-out of sharing your Personal Information with third parties for their direct marketing purposes, please email us at [info@popcornceilingssolution.com](mailto:info@popcornceilingssolution.com) and mark your request "Re: Opt-out." California Users may request further information about our approach to this law by writing to us at [info@popcornceilingssolution.com](mailto:info@popcornceilingssolution.com) and requesting further information.

**11. Changes to our Policy; Miscellaneous.** We reserve the right to change this Policy, our Terms of Service, and our other Policies at any time. We will notify you about changes to this Policy by placing the updated Policy on the Services. You agree that your use of the Services after such notification will constitute acceptance by you of such changes to our Policy. This Policy is governed by the laws of the State of New York. This Policy is and any disputes in connection with this Policy are subject to our Terms of Service and our other Policies which are each hereby incorporated herein by reference. In the event of any conflict between the provisions of this Policy and our Terms of Service, our Terms of Service shall control and the remaining provisions this Policy shall be supplemental.

**12. Feedback.** We value your comments and opinions. If you have questions, comments or a complaint about compliance with this Policy, you may send a written notice to us at: [info@popcornceilingssolution.com](mailto:info@popcornceilingssolution.com).