

# EZ Dock Montana Privacy Policy

## TERMS, CONDITIONS, AND PRIVACY POLICY

### A. General

1. This website, and any affiliated sites thereof (together the “Site”) are published and maintained by EZ Dock Montana. By using our sites you agree to the terms and conditions outlined in this legal notice.

2. EZ Dock Montana reserves the right, at its sole discretion, to change, modify, add or remove any portion of this agreement in whole or in part, at any time. Changes in this agreement will be effective when notice of such change is posted on the Site. Your continued use of the Site after any change to this agreement is posted will be considered acceptance of those changes.

3. The privacy of our website visitors is very important to us, and we are committed to safeguarding it. This policy explains what we will do with your personal information. If you wish to access, rectify, delete or object to further processing or transaction of your personal data from our Site’s servers, please contact us at [info@ezdockmontana.com](mailto:info@ezdockmontana.com) to make the requests related to data privacy noted above.

4. Although we do not sell your personal information, we provide you with the means of opting out of that capability. You may contact us at [info@ezdockmontana.com](mailto:info@ezdockmontana.com) to accomplish this.

### B. License

Subject to the terms and conditions set forth in this agreement, EZ Dock Montana grants you a non-exclusive, non-transferable, limited right to access, use and display the Site and the materials thereon. You agree not to interrupt or attempt to interrupt the operation of the site in any way.

EZ Dock Montana authorizes you to view and download the information (“Materials”) at Site only for your personal, non-commercial use. This authorization is not a transfer of title in the Materials and copies of the Materials and is subject to the following restrictions:

1. You must retain, on all copies of the Materials downloaded, all copyright and other proprietary notices contained in the Materials.

2. You may not modify the Materials in any way or reproduce or publicly display, perform, or distribute or otherwise use or communicate them for any public or commercial purpose.

3. You must not transfer the Materials to any other person unless you give them notice of, and they agree to accept, the obligations arising under these terms and conditions of use. You agree to abide by all additional restrictions displayed on the Site as it may be updated from time to time. This Site, including all Materials, is copyrighted and protected by worldwide copyright laws and treaty provisions.

You agree to comply with all copyright laws worldwide in your use of this Site and to prevent any unauthorized copying of the Materials. EZ Dock Montana does not grant any express or implied right to you under any patents, designs, trademarks, copyrights or trade secret legislation.

### **C. Accuracy of Information**

Although care has been taken to ensure the accuracy of the information on this Site, PLAYPOWER, INC. assumes no responsibility therefore. The Materials may contain inaccuracies and errors. PLAYPOWER, INC. does not warrant the accuracy or completeness of the Materials or the reliability of any advice, opinion, statement or other information displayed or distributed through the Site. All of the information presented on the Site is for informational purposes only. The information and features on the Site do not constitute binding offers to buy or sell products or services described on the Site, or to make such products or services available in your area.

EZ Dock products are offered for sale by independent distributors and the purchase of any such products or services are subject to the terms and conditions of the applicable sales contract.

EZ Dock Montana does not represent or warrant that any products or services depicted or mentioned on the Site are currently available for sale. Regardless of any information presented on the Site, EZ Dock Montana reserves the right without prior notice to discontinue services, products, models, parts, accessories, and other items, or change specifications at any time.

### **D. User Warranties**

You represent and warrant that you will use the Site in compliance with this agreement including the laws and provisions under this agreement and to comply with all existing and future Site policies and rules.

1. Transmit spam or unsolicited communications.
2. Pretend to be someone else.
3. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site.
4. Misrepresent your affiliation with a person or entity, Act in a manner that negatively affects other users' ability to use the Site.
5. Engage in activities that would violate any applicable law.
6. Post or transmit any material which violates or infringes in any way upon the rights of others or which is unlawful, abusive, defamatory, vulgar or otherwise objectionable or which contains any advertising or solicitation with respect to products or services.

7. Collect or store personal data about other users unless specifically authorized by such users. EZ Dock Montana shall not be legally bound by this agreement, and reserves all its legal rights in relation to such non – compliance.

### **E. Intellectual Property Rights**

You acknowledge that all intellectual property rights (including, but not limited to, copyright, patents, know-how, confidential information, database rights, and rights in trademarks and designs (whether registered or unregistered) in the Site are vested in EZ Dock Montana or its licensors. All goodwill and intellectual property rights arising through the use of such intellectual property rights vested in EZ Dock Montana shall inure to EZ Dock Montana.

### **F. Limitation of Liability**

In no event shall EZ Dock Montana be liable for any direct, indirect, consequential, punitive, special or incidental damages (including, without limitation, damages for loss of business, contract, revenue, data, information or business interruption) resulting from, arising out of or in connection with the use of, or inability to use the Site or the content or out of or in connection with this agreement, even if EZ Dock Montana has been advised of the possibility of such damages. In addition to the terms set forth herein, in no event shall EZ Dock Montana be liable for any errors, inaccuracies, omissions or other defect or untimeliness or unauthenticity of any information contained in the Site.

### **G. Collecting personal information**

The following types of personal information may be collected, stored, and used:

1. Information about your computer including your IP address, geographical location, browser type and version, and operating system;
2. Information about your visits to and use of this website including the referral source, length of visit, page views, and website navigation paths;
3. Information, such as your email address, that you enter when you register with our website;
4. Information, such as your name and email address, that you enter in order to set up subscriptions to our emails and/or newsletters;
5. Information that you enter while using the services on our website;
6. Information that is generated while using our website, including when, how often, and under what circumstances you use it;
7. Information that you post to our website with the intention of publishing it on the internet, which includes your username and the content of your posts;
8. Information contained in any communications that you send to us by email or through our website, including its communication content and metadata;

9. any other personal information that you send to us.

Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

## **H. Using your personal information**

Personal information submitted to us through our website will be used for the purposes specified in this policy or on the relevant pages of the website. We may use your personal information for the following:

1. administering our website and business;
2. personalizing our website for you;
3. enabling your use of the services available on our website;
4. sending you goods purchased through our website;
5. supplying services purchased through our website;
6. sending statements, invoices, and payment reminders to you, and collecting payments from you;
7. sending you non-marketing commercial communications;
8. sending you email notifications that you have specifically requested;
9. sending you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter);
10. sending you marketing communications relating to our business or the businesses of carefully-selected third parties which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
11. dealing with inquiries and complaints made by or about you relating to our website;
12. keeping our website secure and preventing fraud;
13. verifying compliance with the terms and conditions governing the use of our website (including monitoring private messages sent through our website private messaging service); and
14. other uses.

If you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the license you grant to us.

## **I. Disclosing personal information**

We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers, or subcontractors as reasonably necessary for the purposes set out in this policy.

We may disclose your personal information to any member of our group of companies (this means our subsidiaries, our ultimate holding company and all its subsidiaries) as reasonably necessary for the purposes set out in this policy.

We may disclose your personal information:

1. to the extent that we are required to do so by law;
2. in connection with any ongoing or prospective legal proceedings;
3. in order to establish, exercise, or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
4. to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling
5. to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

Except as provided in this policy, we will not provide your personal information to third parties.

## **J. International data transfers**

1. Information that we collect may be stored, processed in, and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy.
2. Information that we collect may be transferred to the following countries which do not have data protection laws equivalent to those in force in the European Economic Area: the United States of America, Russia, Japan, China, and India.
3. Personal information that you publish on our website or submit for publication on our website may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.
4. You expressly agree to the transfers of personal information described in this Section J.

## **K. Retaining personal information**

1. This Section K sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations regarding the retention and deletion of personal information.

2. Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

3. Notwithstanding the other provisions of this Section K, we will retain documents (including electronic documents) containing personal data:

3a. to the extent that we are required to do so by law;

3b. if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and

3c. in order to establish, exercise, or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

## **L. Security of your personal information**

1. We will take reasonable technical and organizational precautions to prevent the loss, misuse, or alteration of your personal information.

2. We will store all the personal information you provide on our secure (password- and firewall-protected) servers.

3. All electronic financial transactions entered into through our website will be protected by encryption technology.

4. You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

5. You are responsible for keeping the password you use for accessing our website confidential; we will not ask you for your password (except when you log in to our website).

## **M. Amendments**

We may update this policy from time to time by publishing a new version on our website. You should check this page occasionally to ensure you understand any changes to this policy.

## **N. Your rights**

You may instruct us to provide you with any personal information we hold about you. We may withhold personal information that you request to the extent permitted by law. To submit a request, click this link.

You may instruct us at any time not to process your personal information for marketing purposes.

In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

#### **O. Third party websites**

Our website includes hyperlinks to, and details of, third party websites. We have no control over, and are not responsible for, the privacy policies and practices of third parties.

#### **P. Updating information**

Please let us know if the personal information that we hold about you needs to be corrected or updated.